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Attorneys for Lehman Brothers Holdings Inc.  
 and Certain of Its Affiliates

**UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	: <b>Chapter 11 Case No.</b>
	:
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	: <b>08-13555 (JMP)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
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**NOTICE OF HEARING ON PLAN ADMINISTRATOR'S  
 OMNIBUS OBJECTION TO CLAIMS FILED BY DEBORAH E. FOCHT**

**PLEASE TAKE NOTICE** that on January 28, 2013, Lehman Brothers Holdings Inc. ("LBHI" or the "Plan Administrator"), as Plan Administrator under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors for the entities in the above referenced chapter 11 cases, filed its omnibus objection to the claims filed by Deborah E. Focht (the "Focht Objection"), and that a hearing (the "Hearing") to consider the Focht Objection will be held before the Honorable James M. Peck, United States Bankruptcy Judge, in Courtroom 601 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **February 28, 2013 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard.

**PLEASE TAKE FURTHER NOTICE** that any responses to the Focht Objection must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a)

electronically in accordance with General Order M-399 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) by registered users of the Bankruptcy Court's filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)), and shall be served in accordance with General Order M-399, upon (i) the chambers of the Honorable James M. Peck, One Bowling Green, New York, New York 10004, Courtroom 601; (ii) attorneys for the Plan Administrator, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Jacqueline Marcus, Esq.); and (iii) the Office of the United States Trustee for Region 2, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq., Elisabetta Gasparini, Esq., and Andrea B. Schwartz, Esq.), so as to be so filed and received by no later than **February 21, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Response Deadline").

**PLEASE TAKE FURTHER NOTICE** that if no responses are timely filed and served with respect to the Focht Objection, the Plan Administrator may, on or after the Response Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Focht Objection, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: January 29, 2013  
New York, New York

/s/ Jacqueline Marcus  
Jacqueline Marcus

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** : **Chapter 11 Case No.**  
:   
**LEHMAN BROTHERS HOLDINGS INC., et al.,** : **08-13555 (JMP)**  
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**Debtors.** : **(Jointly Administered)**  
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**PLAN ADMINISTRATOR'S OMNIBUS  
OBJECTION TO CLAIMS FILED BY DEBORAH E. FOCHT**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. ("LBHI" or the "Plan Administrator"), as Plan Administrator pursuant to the *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors* (the "Plan") for the entities in the above referenced chapter 11 cases (collectively, the "Chapter 11 Estates"), files this omnibus objection to the proofs of claim (the "Focht Claims") filed by Deborah E. Focht ("Focht"), and respectfully represents as follows:

**Jurisdiction**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§157 and 1334 and section 14(c) of the Plan. This is a core proceeding pursuant to 28 U.S.C. §157(b).

### **Background**

2. Commencing on September 15, 2008 and periodically thereafter, LBHI and certain of its subsidiaries (collectively, the “Debtors”) commenced with this Court voluntary cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).<sup>1</sup>

3. By order, dated July 2, 2009 (ECF No. 4271) (the “Bar Date Order”), this Court established September 22, 2009 (the “Bar Date”) as the deadline for persons or entities to file proofs of claim based on prepetition claims (as defined in section 101(5) of the Bankruptcy Code) against the Debtors.

4. On January 14, 2010, this Court entered an order (the “Objection Procedures Order”) authorizing the Debtors to file omnibus objections on various grounds, including those set forth in Rule 3007(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and those additional grounds set forth in the Objection Procedures Order (ECF No. 6664).

5. On December 6, 2011, the Court entered an order confirming the Plan (ECF No. 22737). The Plan became effective on March 6, 2012.

6. Pursuant to the Plan, the Plan Administrator is authorized to interpose and prosecute objections to claims filed against the Chapter 11 Estates.

### **The Focht Claims**

7. Following the Bar Date, on September 23 and October 21, 2009, Focht filed five claims in the Chapter 11 Cases (the “Focht Claims”), which claims were assigned

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<sup>1</sup> Relevant to this matter, the Chapter 11 Cases of Lehman Brothers OTC Derivatives Inc. (“LBOTC”), Lehman Brothers Derivative Products Inc. (“LBDP”) and BNC Mortgage LLC (“BNC”) were filed on October 3, 2008, October 5, 2008 and January 9, 2009, respectively.

claim numbers 34380, 34381, 42914, 42915, and 42916 by the Court-approved claims and noticing agent. Copies of the Focht Claims are attached hereto as Exhibit 1.

8. On September 13, 2010 (ECF No. 11305) and July 11, 2011 (ECF No. 18399), respectively, the Debtors objected to the Focht Claims on their 40th and 158th omnibus claims objections. The basis for each of these objections was that the Focht Claims were filed after the Bar Date.

9. On May 31, 2012, the Plan Administrator withdrew without prejudice the Debtors' 40th and 158th omnibus claims objections as they relate to Focht Claims 34380 and 34381 (ECF No. 28283), each of which was filed on September 23, 2009.

10. In order to consolidate all of its defenses to the Focht Claims in a single objection, the Plan Administrator withdrew without prejudice the Debtors' 40th and 158th omnibus objections, as they relate to Focht Claims 42914, 42915 and 42916 on January 23, 2013 (ECF Nos. 34121 and 34122) and now interposes this omnibus objection in lieu thereof.

### **Relief Requested**

11. Pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007(d), the Plan Administrator seeks to disallow and expunge the Focht Claims in their entirety on the following grounds:

<u>Focht Claim</u>	<u>Grounds for Objection</u>
34380 (BNC)	1. Focht Claim 34380 is not based on a valid right to payment or a legal obligation of BNC, and therefore, as a matter of law, Focht Claim 34380 should be disallowed and expunged in its entirety.
34381 (LBHI)	1. Focht Claims 34381 is not based on a valid right to payment or a legal obligation of LBHI, and therefore, as a matter of law, Focht Claim 34381 should be disallowed and expunged in its entirety.
42914 (BNC)	1. Focht Claim 42914 was filed nearly a month after the Bar Date. Pursuant to the Bar Date Order, parties such as Focht who failed to file proofs of claim on or before the Bar Date are barred, estopped and enjoined from asserting such claims against the Chapter 11 Estates. 2. Focht Claim 42914 is not based on a valid right to payment or a legal obligation of BNC and, therefore, as a matter of law, Focht Claim 42914 should be disallowed and expunged in its entirety.
42915 (LBOTC)	1. Focht Claim 42915 was filed nearly a month after the Bar Date. Pursuant to the Bar Date Order, parties such as Focht who failed to file proofs of claim on or before the Bar Date are barred, estopped and enjoined from asserting such claims against the Chapter 11 Estates. 2. Focht Claim 42915 is not based on a valid right to payment or a legal obligation of LBOTC and, therefore, as a matter of law, Focht Claim 42915 should be disallowed and expunged in its entirety.
42916 (LBDP)	1. Focht Claim 42916 was filed nearly a month after the Bar Date. Pursuant to the Bar Date Order, parties such as Focht who failed to file proofs of claim on or before the Bar Date are barred, estopped and enjoined from asserting such claims against the Chapter 11 Estates. 2. Focht Claim 42916 is not based on a valid right to payment or a legal obligation of LBDP and, therefore, as a matter of law, Focht Claim 42916 should be disallowed and expunged in its entirety.

### **Description of the Focht Claims**

12. Following a careful analysis of the Focht Claims, the records of the relevant Chapter 11 Estates, and the docket of the Foreclosure Action (as defined below), the Plan Administrator has determined that each of the Focht Claims is substantively and procedurally deficient and should be disallowed and expunged. The following is a summary of the Focht Claims including a discussion of (i) the supporting documentation submitted by Focht

for such claims; and (ii) additional background information that the Plan Administrator has been able to obtain from public records.

**A. Focht Claim 34381**

13. Focht Claim 34381, which was filed on September 23, 2009, asserts a claim against “Lehman Brothers Holdings Inc., et al.” in the amount of \$1,104,000.00. The basis for Focht Claim 34381 appears to be that LBHI “[m]ay be Actual Lender holding insurance or Derivative Agreements.” Focht submitted no additional explanation or documentation in support of Focht Claim 34381.

**B. Focht Claims 34380 and 42914**

14. Focht Claims 34380, which was filed on September 23, 2009, and 42914, which was filed on October 21, 2009, are virtually identical. Each asserts a claim against BNC in the amount of \$160,537.26 arising out of what Focht terms a “wrongful foreclosure for paid fraudulent loan.”

**C. Focht Claims 42915 and 42916**

15. Focht Claims 42915 and 42916, which were filed against LBOTC and LBDP, respectively, each asserts a claim in the amount of \$1,104,000.00. As the basis for Focht Claims 42915 and 42916, Focht alleges that LBOTC and LBDP “[m]ay be actual Lender or Owner holding insurance or derivative agreement.”

**D. Statement in Support of Claims**

16. Attached to Focht Claims 34380, 42914, 42915 and 42916 is a document titled *Statement [or Amended Statement] in Support of Proof of Claim Objections and Motions to Lift Automatic Stay, Order Production of All Documents in Possession of BNC Mortgage Inc., Lehman Brothers Holdings Inc., Et Al., Order Blocking Transfer of Core Assets Under the Bankruptcy Abuse Prevention & Consumer Protection Act, 11 U.S.C. §363(o), Subject Sales or*



*Transfers by New Purchaser(s) Subject to Provisions of Consumer Claims and Defenses of Consumer Disclosure/Credit Transaction or Contract and Order Exceptions to Discharge Under 11 U.S.C. §523 Brought Against Debtors' BNC Mortgage LLC and/or Lehman Brothers Holdings Inc., Et al.* (the "Statement in Support of Claims").

17. While the explanation for the Focht Claims contained in the Statement in Support of Claims is difficult to follow, the Plan Administrator believes that the dispute between Focht and the Chapter 11 Estates arises out of a mortgage loan (the "Loan") entered into by Focht and BNC Mortgage Inc.<sup>2</sup> in October of 2002, pursuant to which BNC loaned Focht \$110,400.00. The Loan was evidenced by a note (the "Note") and Focht's obligations thereunder were secured by a mortgage (the "Mortgage," together with the Note, the "Loan Documents").<sup>3</sup> The Mortgage encumbered certain real property located at 530 Laurel Road, Nokomis, Florida (the "Property"). Mortgage Electronic Registrations Systems, Inc., as nominee for BNC, is listed as the mortgagee on the Mortgage. *See* Statement in Support of Claims, ¶¶1-3, Loan Documents.

18. The Plan Administrator has determined that, on or about December 30, 2002, BNC sold its interest in the Loan into a securitization trust called Structured Asset Securities Corporation – Amortizing Residential Collateral Trust Mortgage Pass Through Certificates, Series 2002-BC10.

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<sup>2</sup> BNC Mortgage, Inc. and BNC Mortgage LLC are the same entity. BNC was originally organized under the laws of Delaware as a corporation under the name "BNC Mortgage, Inc." On or about January 13, 1998, BNC changed its corporate form from a corporation to a limited liability company under the name "BNC Mortgage LLC." BNC is still referred to as "BNC Mortgage Inc." in those states in which it is registered to conduct business under its former name.

<sup>3</sup> The Loan Documents are attached as exhibits to certain of the Focht Claims.

19. On or about January 16, 2008, Wells Fargo Bank, N.A., as trustee for the securitization trust (“Wells Fargo”), commenced an action in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida (the “Florida State Court”) seeking to foreclose on the Property (the “Foreclosure Action”). *See* Statement in Support of Claims, ¶ 7.

20. The Plan Administrator has determined that the Florida State Court entered a judgment of foreclosure in favor of Wells Fargo on or about August 15, 2011 (the “Foreclosure Judgment”). A copy of the Foreclosure Judgment is attached hereto as Exhibit 2. Focht has appealed or otherwise sought to attack the Foreclosure Judgment on several occasions, but has not been successful. *See* Foreclosure Action docket, a copy of which is attached hereto as Exhibit 3.

21. The Statement in Support of Claims contains many allegations of malfeasance, the majority of which relate to actions of third parties not before this Court. Setting aside those matters that cannot plausibly be attributed to the Chapter 11 Estates, the Focht Claims appear to be based on BNC’s allegedly wrongful conduct in connection with the origination of the Loan (*see* Statement in Support of Claim, ¶¶ 9-11), and the alleged receipt, by LBHI, LBDP and/or LBOTC, of certain amounts under an insurance policy or derivative contract that was designed to pay in the event of a default under the Loan (*see* Statement in Support of Claim, ¶ 19). No explanation is given as to why Focht believes that LBHI, LBOTC, and/or LBDP held such an insurance policy or derivative contract or, assuming that they did, why Focht would be entitled to share in any proceeds thereof. Instead, Focht merely asserts that such insurance policy or derivative contract “may calculate up to ten times the original loan amount of \$110,400.00, totaling \$3,312,000.00, in which [Focht] should be entitled to one-third

at approximately \$1,104,000.00.” *Id.* No support for this assertion is provided and Focht’s calculations are not consistent with her methodology.

22. Confusingly, Focht also purports to move for discovery and for a stay, presumably of the Foreclosure Action (*see* Statement in Support of Claim, ¶ 29). This relief is both moot and not properly sought in a proof of claim. Accordingly, these demands will not be addressed in this objection. The Plan Administrator reserves all of its rights in connection therewith.

**The Focht Claims Should Be Disallowed and Expunged in Their Entirety**

23. The Focht Claims are a mishmash of implausible legal theories and unsupported allegations involving every party (including many third parties) that ever had anything to do with the Loan and several parties with no discernible connection to Focht. As described below in greater detail, each of the Focht Claims is both substantively and procedurally deficient. Accordingly, the Plan Administrator respectfully requests that the Focht Claims be expunged in their entirety.

**I. Focht Claims 42914, 42915 and 42916 Are Late Filed and Should Be Disallowed and Expunged**

24. The Bar Date Order established September 22, 2009 at 5:00 p.m. as the Bar Date and required that proofs of claim be actually received by Epiq Bankruptcy Solutions, LLC (“Epiq”), the Debtors’ court-appointed claims and noticing agent, on or before the Bar Date. As evidenced by the time stamp affixed by Epiq to Focht Claims 42914, 42915 and 42916, these claims were received on October 21, 2009 – nearly a month after the Bar Date.<sup>4</sup>

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<sup>4</sup> Focht Claims 34380 and 34381, received by Epiq on September 23, 2009, were also late filed. To the extent that the Court does not disallow and expunge Focht Claims 34380 and 34381 in connection with this objection, the Plan Administrator reserves its right to object to Focht Claims 34380 and 34381 on the basis that they were late filed.

25. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “proof of such claim is not timely filed.” 11 U.S.C. § 502(b)(1). “Bar dates are ‘critically important to the administration of a successful chapter 11 case.’” *In re Lehman Bros. Holdings, Inc.*, 433 B.R. 113, 119 (Bankr. S.D.N.Y. 2010) (quoting *In re Musicland Holding Corp.*, 356 B.R. 603, 607 (Bankr. S.D.N.Y. 2006)). A bar date is more than a “procedural gauntlet” and functions as “an integral part of the reorganization process.” *In re Hooker Invs., Inc.*, 937 F.2d 833, 840 (2d Cir. 1991). A bar date enables debtors to determine with reasonable promptness, efficiency and finality what claims will be made against their estates – a determination without which they cannot effectively reorganize. *In re Keene Corp.*, 188 B.R. 903, 907 (Bankr. S.D.N.Y. 1995). Accordingly, bar dates are strictly enforced in the Second Circuit. *See id.*; *In re Lehman Bros. Holdings Inc.*, 433 B.R. at 119-20; *In re Musicland Holding Corp.*, 356 B.R. at 607 (“The bar date is akin to a statute of limitations, and must be strictly enforced.”).

26. Additionally, the Bar Date Order expressly provides  
that any holder of a claim against the Debtors who is required, but fails to file a proof of such claim on or before the Bar Date . . . shall be forever barred, estopped and enjoined from asserting such claim against the Debtors . . . and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such claim.

Bar Date Order, pp 9-10.

27. Focht Claims 42914, 42915 and 42916 were filed nearly a month after the Bar Date and are barred by the Bar Date Order. The Plan Administrator requests that the Court disallow and expunge Focht Claims 42914, 42915 and 42916 in their entirety.

**II. The Focht Claims Against LBHI, LBOTC and LBDP Should Be Disallowed and Expunged Because LBHI, LBOTC and LBDP Have No Liability to Focht**

28. Focht Claims 34381, 42915 and 42916, which are asserted against LBHI, LBOTC and LBDP, respectively, relate to insurance policies or derivative contracts allegedly held by these entities that, according to Focht, were designed to pay the holder more than \$3 million upon the default of the Loan. For a prepetition claim to be valid, the claimant must demonstrate it possesses a right to payment and that the right arose prior to the filing of the bankruptcy petition. *See Manville Forest Products Corp. v. Riverwood Int'l Corp. (In re Manville Forest Prods. Corp.)*, 209 F.3d 125, 128 (2d Cir. 2000). A right to payment is nothing more than an enforceable obligation. *Pennsylvania Dep't of Pub. Welfare v. Davenport*, 495 U.S. 552, 558 (1990). The right to payment can constitute a prepetition claim if, before the filing of the bankruptcy petition, "the relationship between the debtor and the creditor contained all of the elements necessary to give right to a legal obligation—a 'right to payment'—under the relevant non-bankruptcy law." *LTV Steel Co., Inc. v. Shalala (In re Chateaugay Corp.)*, 53 F.3d 478, 497 (2d Cir. 1995) (quoting *In re Nat'l Gypsum Co.*, 139 B.R. 397, 405 (N.D.Tex. 1992) (internal citations omitted)).

29. Bankruptcy Rule 3001(f) further provides that a proof of claim is *prima facie* evidence of the validity and amount of such claim. However, to be entitled to the weight afforded by Bankruptcy Rule 3001(f), the proof of claim must comply with the Bankruptcy Rules and set forth the facts necessary to support the claim. *In re Chain*, 255 B.R. 278, 280 (Bankr. D. Conn. 2000); *In re Marino*, 90 B.R. 25, 28 (Bankr. D. Conn. 1988); *In re FIRSTPLUS Fin., Inc.*, 248 B.R. 60 (Bankr. N.D. Tex. 2000); *In re North Bay Gen. Hosp., Inc.*, 404 B.R. 443 (Bankr. S.D. Tex. 2009). If the claimant does not allege a sufficient legal basis for the claim, the claim is not considered *prima facie* valid, and the burden remains with the claimant to establish

the validity of the claim. *Chain*, 255 B.R. at 281; *Marino*, 90 B.R. at 28. *Best Payphones, Inc. v. Verizon N.Y., Inc. (In re Best Payphones, Inc.)*, 2006 U.S. Dist. LEXIS 10297 at \*9 (S.D.N.Y. Mar. 14, 2006) (“it is clearly established law that the Rule 3001(f) presumption governs only the burden of production, and that the ultimate burden of proving the claim by a preponderance of the evidence remains with the claimant”).

30. The Focht Claims asserted against LBHI, LBOTC and LBDP are entirely based on Focht’s unsupported assertion that one or more of these entities held insurance policies or derivative contracts that were related to the Loan. This assertion is erroneous. After reviewing the records of LBHI, LBOTC and LBDP, the Plan Administrator has been unable to locate any insurance policy or derivative contract that is directly related to the Loan. More importantly, even if Focht could establish the existence of such an insurance policy or derivative contract, she has failed to explain why she would have any right to payment in connection therewith. Accordingly, Focht has failed to allege a sufficient legal basis for the Focht Claims against LBHI, LBOTC and LBDP and these claims are not *prima facie* valid.

31. Section 502(a) of the Bankruptcy Code provides that a filed proof of claim is “deemed allowed, unless a party in interest . . . objects.” If an objection refuting at least one of the claim’s essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. *See In re Oneida Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); *In re Adelphia Commc’ns Corp.*, Ch. 11 Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660 at \*15 (Bankr. S.D.N.Y. Feb. 20, 2007); *In re Rockefeller Ctr. Props.*, 272 B.R. 524,539 (Bankr. S.D.N.Y. 2000). Having offered no documents, facts, or legal theory that would give rise to liability on the part of LBHI, LBOTC or LBDP, Focht has failed to satisfy this criteria. As a matter of law, therefore, Focht has not, and cannot, satisfy the burden of proving the validity of

the Focht Claims against LBHI, LBOTC or LBDP by a preponderance of the evidence.

Accordingly, the Plan Administrator requests that Focht Claims 34381, 42915 and 42916 be disallowed and expunged in their entirety based on Focht's failure to demonstrate any relationship, much less a right to payment, between herself and LBHI, LBOTC or LBDP.

**III. The Focht Claims Against BNC Are Time Barred Under Florida Law  
and Have Already Been Considered and Rejected in the Foreclosure Action**

32. Focht Claims 34380 and 42914, which are asserted against BNC, appear to relate to BNC's origination of the Loan. More specifically, the asserted basis for each of these claims is "wrongful foreclosure for paid fraudulent loan." The Statement in Support of Claims contains allegations that (i) Focht was under duress when she entered into the Loan (*see* Statement in Support of Claim, ¶ 1); and (ii) that the date and/or signature on certain of the Loan Documents were altered or forged (*see* Statement in Support of Claim, ¶¶ 8, 11). Setting aside all of the other extraneous allegations that do not involve BNC or are otherwise inapposite, Focht appears to alleging that BNC's conduct in connection with the origination of the Loan was fraudulent.

33. Under Florida law, the statute of limitations for fraud claims is four years. FLA. STAT. ANN. §95.11(3)(j). The four years runs from the time that the "facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence." FLA. STAT. ANN. §95.031(2)(a). To the extent that BNC engaged in any fraudulent conduct in connection with the origination of the Loan, and Focht has produced no evidence that it did, such conduct would have been immediately apparent to Focht. For example, if, as Focht alleges, BNC exerted improper pressure on Focht during the closing, she would have had actual knowledge of such conduct the moment it occurred. Similarly, if BNC forged Focht's signature or altered the date on the Loan Documents, Focht could have (and a prudent person would have)

discovered the alleged fraud following a cursory review of the Loan Documents immediately following the closing. Accordingly, under Florida law, the statute of limitations for Focht's fraud claims started running on or about October 18, 2002, the date on which the closing occurred, and expired, four years later, on or about October 18, 2006 – nearly two years before the commencement of these Chapter 11 Cases. Focht is, therefore, precluded by Florida's statute of limitations from asserting claims arising out of BNC's allegedly fraudulent conduct.

34. As described above in greater detail, in order for a claim to be allowed, the claimant must establish that it holds a valid and enforceable right to payment in connection therewith. *See Manville Forest Products Corp.*, 209 F.3d at 128. Even if Focht could establish that BNC engaged in fraudulent conduct in connection with the origination of the Loan, and the Plan Administrator does not believe that she could, Focht would still lack an enforceable right to payment because the statute of limitations on her fraud claims expired long before the commencement of the Chapter 11 Cases. Focht Claims 34380 and 42914 should, therefore, be disallowed and expunged.

35. While the application of Florida's statute of limitations, standing alone, is sufficient to mandate the disallowance of the Focht Claims against BNC, it should also be noted that Focht has already had an opportunity to litigate all of these issues in connection with the Foreclosure Action. The Foreclosure Judgment does not contain a detailed discussion of the argument raised by the parties or the Florida State Court's conclusions in connection with same. Under Florida law, however, in order to enter the Foreclosure Judgment, the Florida State Court must have found that Wells Fargo had standing to foreclose. *See GMAC Mortgage, LLC v. Choengkroy*, 98 So. 3d 781, 781 (Fla Dist. Ct. App. 2012). In order to have standing, Wells Fargo must have presented evidence that it was the owner or holder of the Note. *Id.* at 782.



Accordingly, the validity of the Note itself and the transfer of the Note from BNC to the securitization trust were squarely before the Florida State Court in the Foreclosure Action and Focht offers no compelling reason why this Court should revisit issues already considered and decided in the Foreclosure Action.

**Reservation of Rights**

36. To the extent that this Court does not grant the relief requested herein, the Plan Administrator reserves its right to object to the Focht Claims for any other reasons.

**Notice**

37. No trustee has been appointed in these chapter 11 cases. The Plan Administrator has served notice of this objection, in accordance with the procedures set forth in the second amended order entered on June 17, 2010 governing case management and administrative procedures (ECF No. 9635), on: (i) Focht; (ii) the United States Trustee for Region 2; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; and (vi) all parties who have requested notice in these chapter 11 cases. The Plan Administrator submits that no other or further notice need be provided.

38. Except as described above, no previous request for the relief sought herein has been made by the Plan Administrator or the Chapter 11 Estates to this or any other Court.

WHEREFORE the Plan Administrator respectfully requests entry of an order granting the relief requested herein and such other and further relief as is just.


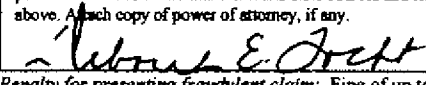
Dated: January 29, 2013  
New York, New York

/s/ Jacqueline Marcus  
Jacqueline Marcus

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Attorneys for Lehman Brothers Holdings Inc.  
and Certain of Its Affiliates

**EXHIBIT A**  
**(Focht Claims)**

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<h2 style="margin: 0;">PROOF OF CLAIM</h2>	
In Re: <b>Lehman Brothers Holdings Inc., et al.</b> Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000034380 	
Name of Debtor Against Which Claim is Held <b>Bnc Mortgage LLC</b>	Case No. of Debtor <b>09 - 10137 (JMP)</b>	<p><b>THIS SPACE IS FOR COURT USE ONLY</b></p>	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed only in a motion pursuant to 11 U.S.C. § 503(c)(2). Additionally, this form should not be used to make a claim for a priority claim. See definition on reverse side.			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) <b>Deborah E. Focht</b> <b>530 E. Laurel Road</b> <b>Nokomis, FL 34275</b>  Telephone number: (941) 350-0561      Email Address: americanreply@gmail.co		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____	
Name and address where payment should be sent (if different from above)  Telephone number: _____      Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed: \$ 160,537.26+</b> If all or part of your claim is secured, complete Item 4 below, however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  <b>Amount entitled to priority:</b> \$ _____	
<b>2. Basis for Claim: wrongful foreclosure for paid fraudulent loan</b> (See instruction #2 on reverse side.)			
<b>3. Last four digits of any number by which creditor identifies debtor: FOCH</b> <b>3a. Debtor may have scheduled account as: # 2002175528</b> (See instruction #3a on reverse side.)			
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____</b> (See instruction #6 on reverse side.)			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:		<div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>FOR COURT USE ONLY</b>  <h3 style="margin: 0;">FILED / RECEIVED</h3> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <b>SEP 23 2009</b> </div> <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
Date: 9/21/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

:  
IN RE: : Chapter 11

:  
BNC MORTGAGE LLC,  
DEBTOR : Under Case No.: 09 - 10137 (JMP)

IN RE: : Chapter 11

:  
LEHMAN BROTHERS HOLDINGS INC., ET AL., :  
DEBTOR : Under Case No.: 08-13555 (JMP)

:  
-----X

:  
: AFFIDAVIT OF DEBORAH E. FOCHT,  
: CREDITOR

**STATEMENT IN SUPPORT OF PROOF OF CLAIM**

**OBJECTIONS AND MOTIONS TO LIFT AUTOMATIC STAY, ORDER PRODUCTION  
OF ALL DOCUMENTS IN POSSESSION OF BNC MORTGAGE INC., LEHMAN  
BROTHERS HOLDINGS INC., ETAL, ORDER BLOCKING TRANSFER OF CORE  
ASSETS UNDER THE BANKRUPTCY ABUSE PREVENTION & CONSUMER  
PROTECTION ACT, 11 U.S.C. §363(O), SUBJECT SALES OR TRANSFER BY NEW  
PURCHASER(S) SUBJECT TO PROVISIONS OF CONSUMER CLAIMS AND  
DEFENSES OF CONSUMER DISCLOSURE/CREDIT TRANSACTION OR  
CONTRACT AND ORDER EXCEPTIONS TO DISCHARGE UNDER 11 U.S.C. § 523  
BROUGHT AGAINST DEBTORS' BNC MORTGAGE LLC AND/OR LEHMAN  
BROTHERS HOLDING INC., ETAL.**

Creditor, Deborah E. Focht, (herein referred to as "Creditor") sets forth her pre-petition statements (defined in section 101(5) of the Bankruptcy Code), as required in order to preserve her claims against the Debtors, BNC Mortgage Inc., a.k.a. BNC Mortgage LLC, (herein referred to as "BNC"), and/or Lehman Brother Holdings, Inc. et al, (herein referred to as "LBHI"), and in support, states the following:

1. This claim arose prior to the Commencement Date of the Debtor's voluntary petition, due a mortgage loan that was closed on October 2, 4, 17 and/or 18, 2002, while the Creditor was under duress from car accident injuries and while under duress closing conditions, for a loan between the Creditor and BNC Mortgage, Inc, loan (#ANA7346FOCH), via BNC Representatives from Irvine, California, employing Professional Title Services of Sarasota.
2. The mortgage was recorded on October 23, 2002, under Official Instrument # 2002175528, of the property listed in the Public Records of Sarasota County, Florida, as Exhibit "A".
3. The Mortgage names Mortgage Electronics Registration Systems Inc., (herein referred to as "MERS"), as the nominee and mortgagee on the BNC mortgage, dated October 17, 2002, but was overwritten to October 18, 2002. (see Exhibit "MERS Mortgage")
4. The mortgage loan payments, was collected years later by loan service provider, Select Portfolio Servicing, Inc. (formerly known as Fairbanks Capital - herein referred to as "SPS").
5. The Creditor informed SPS that the financial information requested for loan payments in August 2007, was incorrect, and SPS eventually sent documents held in their possession that consisted of a different proper loan account.
6. SPS attempted to have the Creditor fill out Identity Theft paperwork regarding the BNC mortgage, while pretending an investigation, and without any mention of filing a foreclosure.
7. On January 16, 2008, unknown entity, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10, (herein referred to as "WFBT"), filed a wrongful foreclosure action, in Sarasota County, under Case No: 2008 CA 000791

indicates contradictions, claiming BNC was the Lender and that the Borrower granted and conveyed the mortgage to MERS (solely as nominee to Lender and Lender's successors and assigns), including as Mortgagee.

17. MERS is not named on the BNC adjustable note and the BNC mortgage note is dated October 17, 2002, while the mortgage is dated the 17<sup>th</sup>, but overwritten to be dated the October 18<sup>th</sup>.
18. SPS has enforced its own insurance policy after having the Creditor's insurance policy cancelled and BNC obtained a title insurance policy as the mortgage documents states the following on Page 2: "(N) 'Mortgage Insurance' means insurance protecting the Lender against the nonpayment of, or default on, the Loan."
19. In the event that Lehman Brothers Holdings Inc., et al. may be the actual lender, the Creditor should be returned all payments for the loan and/or via an insurance or a derivative agreement that pays in the event of default or other reason, which may calculate up to ten times the original loan amount of \$110,400.00, totaling \$3,312,000.00, in which the Creditor should be entitled to one-third at approximately \$1,104,000.00.
20. The Creditor does not have access to all the BNC mortgage documents, which is listed as a subsidiary of Lehman Brothers, and BNC has not send the Creditor any of the documents.
21. WFBT has standard trust agreements describing that BNC loans were securitized in a pool with other loans, which rendered the mortgages and notes no longer as Negotiable Instruments and left as an unsecured debt obligations.
22. Intermediaries in this case, WFBT and SPS are still attempting to collect on the wrong loan account even after being informed SPS was collecting on the wrong loan account and BNC, MERS, SPS, WFBT, LEHMAN BROTHERS, AND/OR DOE, should execute in writing an

instrument acknowledging SATISFACTION of said mortgage, lien, agreement or any judgment rendered.

23. On July 22, 2009 CNN reported a conference with President Obama stating: "... Wall Street took extraordinary risks with other people's money. They were peddling loans that they knew could never be paid back."
24. The Creditor has already paid BNC approximately \$110,000 for two properties and paid SPS \$50,537.26, apparently for a fraudulent loan despite being the wrong loan account.
25. The Creditor's affirmative defenses, counterclaims, evidence and articles are too voluminous to list and exhibit, however, the documents exhibited for this proof of claim, should be void, as seen in U.S. Bank National Association v. Ibanez, No. 384283, 2009 WL 795201 (Mass. Land Ct. March 26, 2009) Massachusetts Land Court Judge Keith C. Long invalidating foreclosure sales because the lenders failed to show proof they held titles to the properties through valid assignments and ruled that due to faulty paperwork, U.S. Bank and Wells Fargo Bank don't really own the Greater Springfield homes that each foreclosed upon separately in 2007.
26. The Creditor has responded to the Court that the loan default was manufactured, and in May 2009, this reason was explained by evidence that supports her position that SPS and WFBT wanted to cause a default, but for an unexpected reason, which was heard on May 15, 2009, on C-Span Washington Journal, reporting the Professor and Director of the Center Department of Homeland Security and of the University of Maryland Law School, Michael Greenberger regarding "derivatives" that the Administration believes the lack of oversight of these markets led to the current day trouble in the financial markets.

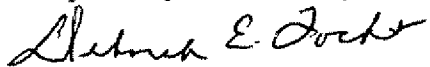


27. This would be an agreement that the Creditor was not a party to, but was used for her signature, in order to collect on a bet that she would default on her loan, and collect what has been exposed to be up to 30 times the amount of the original loan amount.
28. Kansas Courts issued recent orders that MERS held no title, issued no credit and acted in no lending capacity...thus rendering all subsequent assignments (fraudulent they were) Void Ab Initio.
29. The Creditor motions for BNC and LBHI to produce all records in order to properly amend here proof of claim and requests an order from the Honorable Gregory Peck for stay under 11 U.S.C. 362, which triggers an injunction against the continuance of any action and that all actions in this case comes to a halt with no further state court jurisdiction in this case until U.S. Bankruptcy Honorable Gregory Peck declares as such.

#### CONCLUSION

30. For the reasons stated above, the Creditor Motions for all records be produced and for an Order to Stay all further court proceedings.

Respectfully Submitted by:



Deborah E. Focht  
530 E. Laurel Road  
Nokomis, FL 34275  
(941) 350-0561

#### VIA OVERNIGHT MAIL

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, New York 10017

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002175528 21 PGS  
2002 OCT 23 04:33 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FMILLER Receipt#233293  
Doc Stamp-Mort: 386.40  
Intang. Tax: 220.80

(2)

Return To:

BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

This document was prepared by:

RETURN TO: 214 ✓

PROFESSIONAL SERVICES OF SARASOTA  
6378 N. LOCKWOOD RIDGE RD.  
SARASOTA, FLORIDA 34249

[Space Above This Line For Recording Data]



## MORTGAGE

MIN 100122200000209152

Loan No.: ANA7346FOCH

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 17, 2002 together with all Riders to this document.

(B) "Borrower" is DEBORAH E. FOCHT, a single woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

BNC - SA (FL) 00000.01

Page 1 of 18

BNC MORTGAGE FORMS - (000001-7291)

MERS MORTGAGE

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this Sarasota County ss: 18th of October by 2002  
DEBORAH E. FOCHT

who is personally known to me or who has produced Ph. Dr. Lic as identification.

May [Signature]  
Notary Public



**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

**CREDITOR:**

BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

**BORROWERS:** DEBORAH E. FOCHT

☐ Preliminary ☒ Final  
DATE: 10/17/2002  
LOAN NO.: ANA7346FOCH  
Type of Loan: 2 YEAR FIXED 1/7

ADDRESS: 2655 BAY STREET  
CITY/STATE/ZIP: SARASOTA, FL 34237  
PROPERTY: 530 LAUREL ROAD NOKOMIS FL 34275

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.409	\$ 188,538.06	\$ 104,734.18	\$ 293,272.24

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING
24	\$690.56	12/01/2002			
335	\$823.54	12/01/2004			
1	\$812.90	11/01/2032			

**DEMAND FEATURE:** ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:**  
☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

**SECURITY:** You are giving a security interest in the property located at: 530 LAUREL ROAD NOKOMIS FL 34275

**ASSUMPTION:** Someone buying this property ☒ cannot assume the remaining balance due under original mortgage terms  
☐ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

**FILING / RECORDING FEES:** \$ 70.00

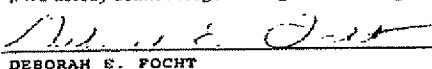
**PROPERTY INSURANCE:** ☐ Property hazard insurance in the amount of \$ 0.00 with a mortgagee clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.  
Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of \$ 0.00 for a year term.

**LATE CHARGES:** If your payment is more than 10 days late, you will be charged a late charge of 6.000 % of the overdue payment.

**PREPAYMENT:** If you pay off your loan early, you ☒ may ☐ will not have to pay a penalty.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.  
e means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

  
DEBORAH E. FOCHT

10-18-02  
BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

Loan No.: ANA7346FOCH

**ADJUSTABLE RATE RIDER  
(LIBOR 6-Month Index - Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 17th day of October, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

530 LAUREL ROAD, NOKOMIS, FL 34275  
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 6.400%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of November, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published in the "Money Rates" section of The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

ADJUSTABLE RATE RIDER-LIBOR 6 MONTH INDEX-Single Family-

Rev. 10/95

Page 1 of 2

Borrower Initials

*A*

FLAD/11

11 ADJUSTABLE 11  
RATE NOTE

**PAYOFF REQUIREMENTS:**

Pg 30 of 120

It is a condition to the funding of this loan that the debts listed on the **CONDITIONAL LOAN APPROVAL** be paid. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff.

**DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW**

\*Estimated Payoff Amount:

TOTAL

\$0.00

\*All liens of record must be paid in accordance with mortgagee's Pay off Demand Statement.  
If you have any questions regarding any of these instructions, please contact the Funding Department at (949) 260-6000.

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these closing instructions.

Deborah Foht 10/18/02  
Borrower **DEBORAH FOHT** Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

**ACKNOWLEDGED AND AGREED:**


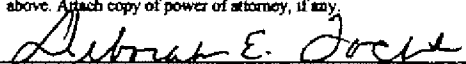
Cathy 10/18/02  
Settlement Agent **CATHY** Date

May [Signature] 10/18/02  
Title Officer Date

**SPECIFIC CLOSING INSTRUCTIONS**

Bo 1124



<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<h2 style="margin: 0;">PROOF OF CLAIM</h2>	
In Re: <b>Lehman Brothers Holdings Inc., et al.</b> Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al 08-13555 (JMP)      0000034381	
Name of Debtor Against Which Claim is Held <b>Lehman Brothers Holdings Inc., et al.</b>	Case No. of Debtor <b>Case No. 08-13555 (JMP)</b>	 <b>THIS SPACE IS FOR COURT USE ONLY</b>	
NOTE: This form is to be used to file a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense must be filed by January 17, 2013. Additionally, this form should not be used to make a claim for a claim that is not an administrative expense. See definition on reverse side.			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  <b>Deborah E. Focht</b> <b>530 E. Laurel Road</b> <b>Nokomis, FL 34275</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ (If known)  <b>Filed on:</b> _____	
Telephone number: (941) 350-0561      Email Address: americanreply@gmail.co			
Name and address where payment should be sent (if different from above)  Telephone number:      Email Address:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed: \$ \$1,104,000.00+</b> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  <b>Amount entitled to priority:</b>  \$ _____	
<b>2. Basis for Claim: May be Actual Lender holding Insurance or Derivative Agreements</b> (See instruction #2 on reverse side.)			
<b>3. Last four digits of any number by which creditor identifies debtor: FOCH</b> <b>3a. Debtor may have scheduled account as: # 2002175528</b> (See instruction #3a on reverse side.)			
<b>4. Secured Claim (See instruction #4 on reverse side.)</b> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ <b>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</b>			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____</b> (See instruction #6 on reverse side.)			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:			
Date:  9/21/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  	<b>FOR COURT USE ONLY</b> <div style="border: 2px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <b>FILED / RECEIVED</b>   <b>SEP 23 2009</b>   <b>EPIQ BANKRUPTCY SOLUTIONS, LLC</b> </div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			





**Mail Label**  
Form 11-B, March 2004

Figure 1.10: A plot of the function  $f(x) = \sin(x)$  for  $x \in [0, 2\pi]$ . The function is periodic and oscillates between -1 and 1.

Delivery Attempt		Time	Employee Signature
No.	Day	Time	Employee Signature
Delivery Attempt		<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
No.	Day	Time	Employee Signature
Delivery Date		<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
No.	Day	Time	Employee Signature

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**CUSTOMER USE ONLY**

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Express Mail Corporate A

Acct. No. ☐ Additional merchandise insurance is void if

**FEDERAL AGENCY ACRIT. NO.**

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**valid proof of delivery.**

	<input type="checkbox"/> Weekend	Holiday
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17A-12

# BANKRUPTCY 301/11TH

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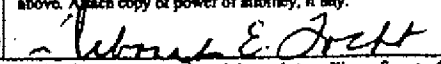
**FOR INTERNATIONAL DEBIT**

IDENTIFICATION NUMBER	DATE	NAME	ADDRESS	CITY	STATE	ZIP
1	10/1/78	JOHN DOE	123 MAIN ST	ANYTOWN	CA	90210
2	10/2/78	JANE SMITH	456 ELM ST	ANYTOWN	CA	90210
3	10/3/78	BOB JONES	789 PINE ST	ANYTOWN	CA	90210
4	10/4/78	ALICE BROWN	101 OAK ST	ANYTOWN	CA	90210
5	10/5/78	CHARLIE WHITE	202 BIRCH ST	ANYTOWN	CA	90210
6	10/6/78	DANIEL GREEN	303 SAGE ST	ANYTOWN	CA	90210
7	10/7/78	EVELYN BLACK	404 MAPLE ST	ANYTOWN	CA	90210
8	10/8/78	FRED HARRIS	505 CYPRESS ST	ANYTOWN	CA	90210
9	10/9/78	GRACE KING	606 REDWOOD ST	ANYTOWN	CA	90210
10	10/10/78	HERBERT LEE	707 CEDAR ST	ANYTOWN	CA	90210
11	10/11/78	IRIS SCOTT	808 SPRUCE ST	ANYTOWN	CA	90210
12	10/12/78	JACK TAYLOR	909 FERN ST	ANYTOWN	CA	90210
13	10/13/78	JILL WALKER	1010 HAWTHORNE ST	ANYTOWN	CA	90210
14	10/14/78	JOHN YOUNG	1011 DOGWOOD ST	ANYTOWN	CA	90210
15	10/15/78	JANE ZIMMERMAN	1012 SWEETGUM ST	ANYTOWN	CA	90210
16	10/16/78	BOB MILLER	1013 LOCUST ST	ANYTOWN	CA	90210
17	10/17/78	ALICE GARCIA	1014 WALNUT ST	ANYTOWN	CA	90210
18	10/18/78	CHARLIE ROSS	1015 PINEAPPLE ST	ANYTOWN	CA	90210
19	10/19/78	DANIEL HENRY	1016 MANGO ST	ANYTOWN	CA	90210
20	10/20/78	EVELYN COOK	1017 LEMON ST	ANYTOWN	CA	90210
21	10/21/78	FRED BAKER	1018 ORANGE ST	ANYTOWN	CA	90210
22	10/22/78	GRACE NELSON	1019 LIME ST	ANYTOWN	CA	90210
23	10/23/78	HERBERT HILL	1020 COCONUT ST	ANYTOWN	CA	90210
24	10/24/78	IRIS SCOTT	1021 BANANA ST	ANYTOWN	CA	90210
25	10/25/78	JACK TAYLOR	1022 PEAR ST	ANYTOWN	CA	90210
26	10/26/78	JILL WALKER	1023 CHERRY ST	ANYTOWN	CA	90210
27	10/27/78	JOHN YOUNG	1024 PLUM ST	ANYTOWN	CA	90210
28	10/28/78	JANE ZIMMERMAN	1025 APRicot ST	ANYTOWN	CA	90210
29	10/29/78	BOB MILLER	1026 PEACH ST	ANYTOWN	CA	90210
30	10/30/78	ALICE GARCIA	1027 MANDARIN ST	ANYTOWN	CA	90210
31	10/31/78	CHARLIE ROSS	1028 LEMON ST	ANYTOWN	CA	90210
32	11/1/78	DANIEL HENRY	1029 LIME ST	ANYTOWN	CA	90210
33	11/2/78	EVELYN COOK	1030 COCONUT ST	ANYTOWN	CA	90210
34	11/3/78	FRED BAKER	1031 BANANA ST	ANYTOWN	CA	90210
35	11/4/78	GRACE NELSON	1032 PEAR ST	ANYTOWN	CA	90210
36	11/5/78	HERBERT HILL	1033 CHERRY ST	ANYTOWN	CA	90210
37	11/6/78	IRIS SCOTT	1034 PLUM ST	ANYTOWN	CA	90210
38	11/7/78	JACK TAYLOR	1035 APRicot ST	ANYTOWN	CA	90210
39	11/8/78	JILL WALKER	1036 PEACH ST	ANYTOWN	CA	90210
40	11/9/78	JOHN YOUNG	1037 MANDARIN ST	ANYTOWN	CA	90210
41	11/10/78	JANE ZIMMERMAN	1038 LEMON ST	ANYTOWN	CA	90210
42	11/11/78	BOB MILLER	1039 LIME ST	ANYTOWN	CA	90210
43	11/12/78	ALICE GARCIA	1040 COCONUT ST	ANYTOWN	CA	90210
44	11/13/78	CHARLIE ROSS	1041 BANANA ST	ANYTOWN	CA	90210
45	11/14/78	DANIEL HENRY	1042 PEAR ST	ANYTOWN	CA	90210
46	11/15/78	EVELYN COOK	1043 CHERRY ST	ANYTOWN	CA	90210
47	11/16/78	FRED BAKER	1044 PLUM ST	ANYTOWN	CA	90210
48	11/17/78	GRACE NELSON	1045 APRicot ST	ANYTOWN	CA	90210
49	11/18/78	HERBERT HILL	1046 PEACH ST	ANYTOWN	CA	90210
50	11/19/78	IRIS SCOTT	1047 MANDARIN ST	ANYTOWN	CA	90210
51	11/20/78	JACK TAYLOR	1048 LEMON ST	ANYTOWN	CA	90210

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000042914	
Name of Debtor Against Which Claim is Held Bnc Mortgage LLC	Case No. of Debtor 09 - 10137 (JMP)		
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Deborah E. Focht 530 E. Laurel Road Nokomis, FL 34275		<b>THIS SPACE IS FOR COURT USE ONLY</b>	
Telephone number: (941) 350-0561 Email Address: americanreply@gmail.co		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number: _____ (if known)  Filed on: _____	
Name and address where payment should be sent (if different from above)  Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
<b>1. Amount of Claim as of Date Case Filed: \$ 160,537.26+</b> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* <b>*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.</b> <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is a based on a Derivative Contract or Guarantee.		<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).  Amount entitled to priority: \$ _____	
<b>2. Basis for Claim:</b> wrongful foreclosure for paid fraudulent loan (See instruction #2 on reverse side.)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b> FOCH <b>3a. Debtor may have scheduled account as:</b> # 2002175528 (See instruction #3a on reverse side.)			
<b>4. Secured Claim</b> (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
<b>6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9):</b> \$ _____ (See instruction #6 on reverse side.)			
<b>7. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. <b>8. Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain: _____		<b>FOR COURT USE ONLY</b>  <b>FILED / RECEIVED</b>  OCT 21 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC	
Date: 9/21/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

## CLAIM FORM FILING CONFIRMATION

Your claim form was successfully filed on 10/19/2009 at 12:37 AM Central. Please print this page as proof of your filing.

**Deborah E. Focht**  
**530 E. Laurel Road**  
**Nokomis, FL 34275 UNITED STATES**

Name of Debtor

Lehman Brothers Holdings Inc. (08-13555)

Please identify the counterparties,  
guarantor and/or credit support provider to  
the derivative contract.

Bnc Mortgage Inc. and Wells Fargo Bank, N.A., Successor By Merger To  
Wells Fargo Bank Minnesota, National Association, As Trustee, In Trust For  
The Holders Of Structured Assets Securities Corporation – Amortizing  
Residential Collateral Trust Mortgage Pass Through Certificates, Series  
2002-BC10

Have you entered into a termination  
agreement with the Debtors establishing  
the agreed upon amounts due in respect  
of derivative contracts?

Selected: No

Have the derivative contracts matured or  
been terminated?

Selected: No

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

IN RE: : Chapter 11

BNC MORTGAGE LLC,  
DEBTOR, : Under Case No.: 09-10137 (JMP)

IN RE: : Chapter 11

LEHMAN BROTHERS HOLDINGS INC., ET AL.,  
DEBTOR, : Under Case No.: 08-13555 (JMP)

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.,  
DEBTOR, : Under Case No.: 08-13899 (JMP)

LEHMAN BROTHERS OTC DERIVATIVES INC.,  
DEBTOR, : Under Case No.: 08-13893 (JMP)

-----X

: AFFIDAVIT OF DEBORAH E. FOCHT,  
: CREDITOR

**AMENDED STATEMENT IN SUPPORT OF PROOF OF CLAIM**

**OBJECTIONS AND MOTIONS TO LIFT AUTOMATIC STAY, ORDER PRODUCTION  
OF ALL DOCUMENTS IN POSSESSION OF BNC MORTGAGE INC., LEHMAN  
BROTHERS HOLDINGS INC., ETAL, ORDER BLOCKING TRANSFER OF CORE  
ASSETS UNDER THE BANKRUPTCY ABUSE PREVENTION & CONSUMER  
PROTECTION ACT, 11 U.S.C. §363(O), SUBJECT SALES OR TRANSFER BY NEW  
PURCHASER(S) SUBJECT TO PROVISIONS OF CONSUMER CLAIMS AND  
DEFENSES OF CONSUMER DISCLOSURE/CREDIT TRANSACTION OR  
CONTRACT AND ORDER EXCEPTIONS TO DISCHARGE UNDER 11 U.S.C. § 523  
BROUGHT AGAINST DEBTORS' BNC MORTGAGE LLC AND/OR LEHMAN  
BROTHERS HOLDING INC., ETAL.**

Creditor, Deborah E. Focht, (herein referred to as "Creditor") sets forth her pre-petition statements (defined in section 101(5) of the Bankruptcy Code), as required in order to preserve her claims against the Debtors, BNC Mortgage Inc., a.k.a. BNC Mortgage LLC, (herein referred to as "BNC"), and/or Lehman Brother Holdings, Inc. et al, (herein referred to as "LBHI"), and in support, states the following:

1. This claim arose prior to the Commencement Date of the Debtor's voluntary petition, due a mortgage loan that was closed on October 2, 4, 17 and/or 18, 2002, while the Creditor was under duress from car accident injuries and while under duress closing conditions, for a loan between the Creditor and BNC Mortgage, Inc, loan (#ANA7346FOCH), via BNC Representatives from Irvine, California, employing Professional Title Services of Sarasota.
2. The mortgage was recorded on October 23, 2002, under Official Instrument # 2002175528, of the property listed in the Public Records of Sarasota County, Florida, as Exhibit "A".
3. The Mortgage names Mortgage Electronics Registration Systems Inc., (herein referred to as "MERS"), as the nominee and mortgagee on the BNC mortgage, dated October 17, 2002, but was overwritten to October 18, 2002. (see Exhibit "MERS Mortgage")
4. The mortgage loan payments, was collected years later by loan service provider, Select Portfolio Servicing, Inc. (formerly known as Fairbanks Capital - herein referred to as "SPS").
5. The Creditor informed SPS that the financial information requested for loan payments in August 2007, was incorrect, and SPS eventually sent documents held in their possession that consisted of a different proper loan account.
6. SPS attempted to have the Creditor fill out Identity Theft paperwork regarding the BNC mortgage, while pretending an investigation, and without any mention of filing a foreclosure.
7. On January 16, 2008, unknown entity, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10, (herein referred to as "WFBT"), filed a wrongful foreclosure action, in Sarasota County, under Case No: 2008 CA 000791

SC, served eviction notices without informing the Counter-Plaintiff, without mentioning involvements of SPS, submitted loan documents with an "Adjustable Rate Note" document by BNC, dated October 17, 2002, that are different than what the Creditor possesses and agreed to at her closing, and with financial information that still does not caculate to the amount of the adjustable rate note anyway. (see Exhibit "Adjustable Rate Note")

8. The Creditor evidenced the Truth in Lending Disclosure Statement (TILDS) she possessed, marked as "Final", dated October 17<sup>th</sup>, 2002, also overwritten to be dated October 18<sup>th</sup>, and showing different rate terms and date than the Adjustable Rate Note. (see Exhibit "Truth Rate")
9. According to the charges and documents, the mortgage transaction was deceptively obtained, executed, and renegotiated with other parties unknown to the Creditor, and the Creditor Responded to the Court that WFBT was attempting to enforce a lost or destroyed mortgage note, without providing any link to the Creditor, filed the foreclosure in collusion with SPS to create a default and filed defiance of federal and state court decision for Lenders to stop filing foreclosure without providing proof of ownership.
10. According to the evidence, BNC Mortgage Inc stood in as the lender to obtain the loan, then renegotiated and sold the loan to a loan trust pool of an affiliated company with an investment bank/lender and purchaser of loans, and even before loan was closed.
11. According to the evidence, BNC did not negotiate an acceptable loan with the Creditor, and the Creditor found documents that forging the dates and her signature. (see Exhibits "Truth Rate" - "Different Dates" - "Forgery")
12. As a result, on August 4, 2008, the Creditor sent BNC, MERS, WFBT and SPS a notice of Recission letter to cancel the mortgage and notice to quiet title and SPS and WFBT have not

ceased and desisted their activity and BNC did not respond and did not inform the Creditor of its bankruptcy petition. (see Exhibit "Rescission Letter")

13. Wells Fargo was already paid funds for bad mortgage loans according to many reports and articles and the evidence suggests that BNC was not the actual lender, and the presence of use of proceeds, insurance, credit default swaps, bailouts from the U.S. Treasury and Federal Reserve indicate that the only party who could possibly claim to be holder in due course has been paid in part or in full, which may BNC or Lehman Brothers, et al, and that if the loan was not sold and the lender received payment in full, neither the obligation nor the security (mortgage) exists by operation of law.
14. WFBT lacked Standing to bring its foreclosure Complaint as an injured party and provided no proper documentation in its Motion for Summary Judgment, however, BNC, WFBT, SPS, MERS AND/OR DOE are in breach of the terms of the mortgage and note despite being fraudulent, when it stated that payments would be applied to what the borrowers owes.
15. WFBT has not shown payment for the BNC mortgage and note, has not answered whether it was already paid or receive funds for the bad loan, and has not shown indorsement signatures of how it came into possession of the mortgage documents, and through discovery, on December 3, 2008, the Creditor received a copy of a "Corporate Assignment of Mortgage" recorded over eight months after WFBT filed it foreclosure claim, with SPS Representative Bill Koch signing on behalf of MERS, on behalf of BNC, and over to WFBT, listing the Assignor as Mortgage Electronics Registration Systems Inc., as Nominee for BNC Mortgage, Inc., and WFBT as Assignee.
16. Even though the "Assignment" was notarized on September 26, 2008, and possibly fabricated, it fails to follow the basic steps for conveyance to the trust, and the "Assignment"

indicates contradictions, claiming BNC was the Lender and that the Borrower granted and conveyed the mortgage to MERS (solely as nominee to Lender and Lender's successors and assigns), including as Mortgagee.

17. MERS is not named on the BNC adjustable note and the BNC mortgage note is dated October 17, 2002, while the mortgage is dated the 17<sup>th</sup>, but overwritten to be dated the October 18<sup>th</sup>.
18. SPS has enforced its own insurance policy after having the Creditor's insurance policy cancelled and BNC obtained a title insurance policy as the mortgage documents states the following on Page 2: "(N) 'Mortgage Insurance' means insurance protecting the Lender against the nonpayment of, or default on, the Loan."
19. In the event that Lehman Brothers Holdings Inc., et al. may be the actual lender, the Creditor should be returned all payments for the loan and/or via an insurance or a derivative agreement that pays in the event of default or other reason, which may calculate up to ten times the original loan amount of \$110,400.00, totaling \$3,312,000.00, in which the Creditor should be entitled to one-third at approximately \$1,104,000.00.
20. The Creditor does not have access to all the BNC mortgage documents, which is listed as a subsidiary of Lehman Brothers, and BNC has not send the Creditor any of the documents.
21. WFBT has standard trust agreements describing that BNC loans were securitized in a pool with other loans, which rendered the mortgages and notes no longer as Negotiable Instruments and left as an unsecured debt obligations.
22. Intermediaries in this case, WFBT and SPS are still attempting to collect on the wrong loan account even after being informed SPS was collecting on the wrong loan account and BNC, MERS, SPS, WFBT, LEHMAN BROTHERS, AND/OR DOE, should execute in writing an



instrument acknowledging SATISFACTION of said mortgage, lien, agreement or any judgment rendered.


23. On July 22, 2009 CNN reported a conference with President Obama stating: "... Wall Street took extraordinary risks with other people's money. They were peddling loans that they knew could never be paid back."
24. The Creditor has already paid BNC approximately \$110,000 for two properties and paid SPS \$50,537.26, apparently for a fraudulent loan despite being the wrong loan account.
25. The Creditor's affirmative defenses, counterclaims, evidence and articles are too voluminous to list and exhibit, however, the documents exhibited for this proof of claim, should be void, as seen in U.S. Bank National Association v. Ibanez, No. 384283, 2009 WL 795201 (Mass. Land Ct. March 26, 2009) Massachusetts Land Court Judge Keith C. Long invalidating foreclosure sales because the lenders failed to show proof they held titles to the properties through valid assignments and ruled that due to faulty paperwork, U.S. Bank and Wells Fargo Bank don't really own the Greater Springfield homes that each foreclosed upon separately in 2007.
26. The Creditor has responded to the Court that the loan default was manufactured, and in May 2009, this reason was explained by evidence that supports her position that SPS and WFBT wanted to cause a default, but for an unexpected reason, which was heard on May 15, 2009, on C-Span Washington Journal, reporting the Professor and Director of the Center Department of Homeland Security and of the University of Maryland Law School, Michael Greenberger regarding "derivatives" that the Administration believes the lack of oversight of these markets led to the current day trouble in the financial markets.

27. This would be an agreement that the Creditor was not a party to, but was used for her signature, in order to collect on a bet that she would default on her loan, and collect what has been exposed to be up to 30 times the amount of the original loan amount.
28. Kansas Courts issued recent orders that MERS held no title, issued no credit and acted in no lending capacity...thus rendering all subsequent assignments (fraudulent they were) Void Ab Initio.
29. The Creditor motions for BNC and LBHI to produce all records in order to properly amend here proof of claim and requests an order from the Honorable Gregory Peck for stay under 11 U.S.C. 362, which triggers an injunction against the continuance of any action and that all actions in this case comes to a halt with no further state court jurisdiction in this case until U.S. Bankruptcy Honorable Gregory Peck declares as such.

#### CONCLUSION

30. For the reasons stated above, the Creditor Motions for all records be produced and for an Order to Stay all further court proceedings.

Respectfully Submitted by:



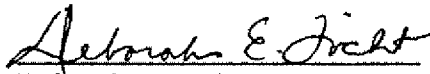
Deborah E. Focht  
530 E. Laurel Road  
Nokomis, FL 34275  
(941) 350-0561

#### VIA OVERNIGHT MAIL

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, New York 10017

Certificate of Service

Creditor, Deborah E. Focht, hereby, certifies that the Amended Proof of Claims Statement and Objections and Motions To Lift Automatic Stay, Order Production of All Documents In Possession of BNC Mortgage Inc., Lehman Brothers Holdings Inc., Etal, Order Blocking Transfer Of Core Assets Under The Bankruptcy Abuse Prevention & Consumer Protection Act, 11 U.S.C. §363(o), Subject Sales Or Transfer By New Purchaser(s) Subject To Provisions of Consumer Claims and Defenses of Consumer Disclosure/Credit Transaction or Contract And Order Exceptions to Discharge Under 11 U.S.C. § 523 Brought Against Debtors' BNC Mortgage LLC and/or c/o Lehman Brothers Holding Inc., Etal., have been mailed or emailed to the following law firms on this 20, day of October, 2009.



Deborah E. Focht  
530 E. Laurel Road  
Nokomis, Florida 34275  
(941) 350-0561

cc : Akerman Senterfitt  
Leslie A. Utiger, Esq.  
401 E, Jackson Street, Suite 1700  
Tampa, Florida 33602  
(attorney on behalf of BNC Mortgage, Inc.)

Weil, Gotshal & Manges LLP  
Charles Herschel, Esq.  
767 Fifth Avenue  
New York, NY 10153  
(attorney on behalf of Lehman Brothers, Inc.)

Pg 44 of 120

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002175528 21 PGS

(2)

2002 OCT 23 04:33 PM

KAREN E. RUSHING

CLERK OF CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

FILLER Receipt #233293

Doc Stamp-Mort: 386.40

Intang. Tax: 220.80

Return To:

BMC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

This document was prepared by:

RETURN TO: 214

PROFESSIONAL SERVICES OF SARASOTA  
6378 N. LOCKWOOD RIDGE RD.  
SARASOTA, FLORIDA 34243

(Place Above This Line For Recording Date)

2002175528

## MORTGAGE

MIN 100122200000209152

Loan No.: AMR7346FOCH

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 14, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 17, 2002 together with all Riders to this document.

(B) "Borrower" is DEBORAH E. FOCHT, a single woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (810) 679-MERS.

(D) "Lender" is BMC MORTGAGE, INC., A DELAWARE CORPORATION

FLORIDA-Single Family-Fixed Rate/Fixed Rate UNIFORM INSTRUMENT WITH MERS

Form 301D 1/01

 FLA BAR (2004.01)

Page 1 of 18

MERS MORTGAGE FORM - 100121-7291

MERS MORTGAGE

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this

Sarasota

County of:

18th of October by

DEBORAH E. FOCHT

2002

who is personally known to me or who has produced

Ph. Dr. Lic

as identification.

*May [Signature]*

Notary Public



ADJUSTABLE RATE NOTE  
(LIBOR 6-Month Index-Rate Caps)

Loan No. ANA1346FOCH

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

October 17, 2002  
[Date]

IRVINE  
[City]

CALIFORNIA  
[State]

530 LAUREL ROAD, WOKOMBS, FL 34775  
[Property Address]

2. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 179,498.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION. I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

3. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.400 %. The interest rate I will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on December 1, 2002.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on November 1, 2002, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at OPTION ONE MORTGAGE CORPORATION, 3 ADA, IRVINE, CA 92618 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 690.54. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of November, 2004, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "index" is the average of interbank offered rates for 6-month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published in the "Money Rates" section of The Wall Street Journal. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And 35/100ths percentage points ( 6.350 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



100017 0002000042

FLORIDA ADOPTED PROGRAM

Page 1 of 2

Rev. 11/93

Borrower Initials

4

FLA000

Exhibit "Wells Fargo Note"

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Prepayment and Notice of Dishonor. "Prepayment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

**12. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
DEBORAH E. FOCHT

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[SIGN ORIGINAL ONLY]



Exhibit "Wells Fargo Note"

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.400 % or less than 6.400 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point ( 1.0%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be less than 6.400 % or greater than the lesser of (i) 13.400 % or (ii) the highest interest rate allowed by law.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Change**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within twenty-four ( 24 ) months after the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 16 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 % of any overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.



**PAYOFF REQUIREMENTS:**

It is a condition to the funding of this loan that the debt listed on the **CONDITIONAL LOAN APPROVAL** be paid. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff.

**DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW**

**\*Estimated Payoff Amount:**

**TOTAL**

**\$0.00**

\*All liens of record must be paid in accordance with mortgagee's Pay off Demand Statement.

If you have any questions regarding any of these instructions, please contact the Funding Department at (949) 260-6000.

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these closing instructions.

Deborah Foelt 10/18/02  
Borrower **DEBORAH FOELT** Date Borrower Date

Borrower Date Borrower Date

Borrower Date Borrower Date

**ACKNOWLEDGED AND AGREED:**

Cathy 10/18/02 Mary Jo 10/18/02  
Settlement Agent **CATHY** Date Title Officer Date

**SPECIFIC CLOSING INSTRUCTIONS**

84217a

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

**CREDITOR:**

BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

**BORROWERS:** DEBORAH E. FOCHT

☐ Preliminary ☒ Final  
DATE: 10/17/2002  
LOAN NO.: ANA7346FOCH  
Type of Loan: 2 YEAR FIXED 1/7

ADDRESS: 2655 BAY STREET  
CITY/STATE/ZIP: SARASOTA, FL 34237  
PROPERTY: 530 LAUREL ROAD NOKOMIS FL 34275

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
8.409 %	\$ 188,538.06	\$ 104,734.18	\$ 293,272.24

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING
24	\$690.56	12/01/2002			
335	\$823.54	12/01/2004			
1	\$812.90	11/01/2032			

**DEMAND FEATURE:** ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:**

☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

**SECURITY:** You are giving a security interest in the property located at: 530 LAUREL ROAD NOKOMIS FL 34275

**ASSUMPTION:** Someone buying this property ☒ cannot assume the remaining balance due under original mortgage terms  
☐ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

**FILING / RECORDING FEES:** \$ 70.00

**PROPERTY INSURANCE:** ☐ Property hazard insurance in the amount of \$ 0.00 with a mortgagee clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.  
Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of \$ 0.00 for a year term.

**LATE CHARGES:** If your payment is more than 10 days late, you will be charged a late charge of 6.000 % of the overdue payment.

**PREPAYMENT:** If you pay off your loan early, you  
☒ may ☐ will not have to pay a penalty.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.  
e means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

*Deborah E. Focht* 10-18-02  
DEBORAH E. FOCHT BORROWER/DATE BORROWER/DATE

BORROWER/DATE BORROWER/DATE

August 4, 2008

BNC Mortgage, Inc.  
P.O. Box 19656  
Irvine, CA 92623-9656

BNC Mortgage, Inc.  
1901 Main Street  
Irvine, CA 92614

Mortgage Electronics Registration Systems Inc., (MERS)  
P.O. Box 2026  
Flint, MI 48501-2026

Select Portfolio Servicing, Inc.  
P.O. Box 65250 / Mail code 1000  
Salt Lake City, Utah 84165-0250

Re: BNC Mortgage, Inc., Original Loan # ANA7346FOCH  
Select Portfolio Servicing (a.k.a. Fairbanks Capital) Loan # 12720137

Dear Sir or Madam:

Please accept this letter of **NOTICES** and **DEMANDS**, on behalf of a mortgage loan contract (# ANA7346FOCH), dated October 4, 17 and/or 18, 2002, for the property recorded on October 23, 2002, under Official Instrument # 2002175528, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, listing "Exhibit "A"" (see attached Exhibit).

You are hereby notified of the following:

**I HEREWITH DEMAND CANCELLATION OF THIS INVALID MORTGAGE LOAN CONTRACT**, which was signed, under DURESS, with no MEETING OF THE MINDS or any CONSIDERATION realized, created by original maker, **BNC MORTGAGE, INC.**, but VOID due to unknown and deceptive DUPLICATE TERM RATES, and recording a materially defective mortgage, consisting of several dates and violations found under the Truth In Lending Act (TILA), Regulation Z, the Consumer Protection Act, the Homeowner's Equity Protection Act (HOEPA), the Florida Deceptive and Unfair Trade Practices Act (FUTPA), along with many other law violations.

A parallel case of a class action suit was explained and ruled by the U.S. District Court under Case No. 05C0454 in Andrews v. Chevy Chase Bank, FSB, citing the Truth in Lending Act ("TILA"), 15 U.S.C. 1601 et seq., and a number of respects, exhibiting conflicting Adjustable Rate Rider ("ARR") and a deficient Truth in Lending Disclosure Statement ("TILDS"), which determined a right of rescission relief of a TILA plaintiff and of attorneys' fees and costs under section 1635. 15 U.S.C. § 1640(3).

Relief from contract law violations can be found under Florida Statute § 672.302(1), (2), and as seen in cases Pendleton v. Witcoski, 836 So. 2d 1025; (Florida 1<sup>st</sup> DCA 2002); Leo v. MacLeod, 752 So. 2d 627 (Florida 2<sup>nd</sup> DCA 1999); the Florida Supreme Court, in David v. Richman, 528 So.2d 25, 27, and under the Constitution of the State of Florida, Article I, Section 2.

**I HEREBY GIVE NOTICE OF A COUNTERCLAIM** against "WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10", and SELECT PORTFOLIO SERVICING, INC. (a.k.a. FAIRBANKS CAPITAL) (under loan # 0003999042), and any REPRESENTATIVES involved, due to the foreclosure prosecution that was filed on January 15, 2008, under Case #: 2008 CA 000791 SC, in Sarasota South County, Civil Circuit Court # 11, R. L. Administration Center, 4100 S. Tamiami Trail, Venice, FL 34293.

**I HEREBY DEMAND A FULL SATISFACTION** of the MORTGAGE AND NOTE, REIMBURSEMENT OF ALL FUNDS I have paid on this loan, plus any other damages, and I give NOTICE to CEASE and DESIST all calls and claims to collect on this DISHONORED Note, and that any further attempts to enforce this UNCONSCIONABLE mortgage lien will constitute aiding and abetting, and in violation pursuant to Florida Statutes § 501.201, Florida's Organized Fraud § 817.034(f) and Florida Rico Act § 895.01-895.06.

Please also consider this as a NOTICE of filing A LIS PENDENS, with the intent to QUIET TITLE, pursuant to Florida Statutes 65.031 and § 65.061.

Please forward this notice to any affiliate that I am unaware of that has any interest in this case, as liability extends to an assignee, therefore, any claims should be filed against any new purchaser naming itself as owner of the promissory note sold by BNC MORTGAGE, INC, ET AL, which may have filed and recorded a petition within a United States Bankruptcy District Court.

Please send a certified response within 30 days as to what your intentions are regarding each of the notices and demands listed above, including any updated address and contact information needed, in order to prevent unnecessary costs.

Sincerely,



Deborah E. Focht  
530 E. Laurel Avenue  
Nokomis, Florida 34275  
(941) 350- 0561

cc: Select Portfolio Servicing, LP  
Attn: Legal Dept  
P.O. Box 551170  
Jacksonville, FL 32255

Albertelli Law  
Andrew L. Fivecoat, Esq.  
777 South Harbour Island Blvd.  
Suite 940  
Tampa, FL 33602

082708 FM EP13F OCT 2008



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PEROGAN FOCHT  
530 E. LAUREL RD  
NOLAN, FL 34215

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EPIC BANKRUPTCY SOLUTIONS  
ATTN: LETHMAN BROTHERS LLC  
HOLDINGS CLAIM DEPT.  
757 THIRD AVENUE, 3RD FL  
NEW YORK, NEW YORK 10017

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ENVELOPE  
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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., ET AL 08-13555 (JMP) 0000042915	
Name of Debtor Against Which Claim is Held Lehman Brothers OTC Derivatives Inc.	Case No. of Debtor 08-13893		
NOTICE: This form should not be used to make a claim for an administrative expense incurred after the commencement of the case. A request for payment of an administrative expense must be filed pursuant to 11 U.S.C. § 503(c)(2). Additionally, this form should not be used to make a claim for Lehman Programs Securities. See definition on reverse side.		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Deborah E. Focht 530 E. Laurel Road Nokomis, FL 34275 U.S.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.	Court Claims Number: _____ (if known)  Filed on: _____
Telephone number: 941-350-0561 Email Address: americanreply@gmx.co		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Telephone number: _____ Email Address: _____			
1. Amount of Claim as of Date Case Filed: \$ 1,104,000.00+ If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <a href="http://www.lehman-claims.com">http://www.lehman-claims.com</a> if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim:  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).	
2. Basis for Claim: May be actual Lender or Owner holding insurance or derivative agreement (See instruction #2 on reverse side.)		Amount entitled to priority:  \$ _____	
3. Last four digits of any number by which creditor identifies debtor: FOCH 3a. Debtor may have scheduled account as: 2002175528 (See instruction #3a on reverse side.)			
4. Secured Claims (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____ (See instruction #6 on reverse side.)			
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		FOR COURT USE ONLY	
Date: 10/18/09	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Deborah E. Focht	<div style="border: 2px solid black; padding: 10px; text-align: center;"><b>FILED / RECEIVED</b>  OCT 21 2009  EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.			

## CLAIM FORM FILING CONFIRMATION

Your claim form was successfully filed on 10/18/2009 at 11:03 PM Central. Please print this page as proof of your filing.

**Deborah E. Focht**  
**530 E. Laurel Road**  
**Nokomis, FL 34275 UNITED STATES**

Name of Debtor

Lehman Brothers OTC Derivatives Inc. (08-13893)

Please identify the counterparties,  
guarantor and/or credit support provider to  
the derivative contract.

Bnc Mortgage Inc. and Wells Fargo Bank, N.A., Successor By Merger To  
Wells Fargo Bank Minnesota, National Association, As Trustee, In Trust For  
The Holders Of Structured Assets Securities Corporation – Amortizing  
Residential Collateral Trust Mortgage Pass Through Certificates, Series  
2002-BC10

Have you entered into a termination  
agreement with the Debtors establishing  
the agreed upon amounts due in respect  
of derivative contracts?

Selected: No

Have the derivative contracts matured or  
been terminated?

Selected: No



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
IN RE: : Chapter 11

BNC MORTGAGE LLC,  
DEBTOR, : Under Case No.: 09-10137 (JMP)

IN RE: : Chapter 11

LEHMAN BROTHERS HOLDINGS INC., ET AL.,  
DEBTOR, : Under Case No.: 08-13555 (JMP)

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.,  
DEBTOR, : Under Case No.: 08-13899 (JMP)

LEHMAN BROTHERS OTC DERIVATIVES INC.,  
DEBTOR, : Under Case No.: 08-13893 (JMP)

-----X  
: AFFIDAVIT OF DEBORAH E. FOCHT,  
: CREDITOR

**AMENDED STATEMENT IN SUPPORT OF PROOF OF CLAIM**

**OBJECTIONS AND MOTIONS TO LIFT AUTOMATIC STAY, ORDER PRODUCTION  
OF ALL DOCUMENTS IN POSSESSION OF BNC MORTGAGE INC., LEHMAN  
BROTHERS HOLDINGS INC., ETAL, ORDER BLOCKING TRANSFER OF CORE  
ASSETS UNDER THE BANKRUPTCY ABUSE PREVENTION & CONSUMER  
PROTECTION ACT, 11 U.S.C. §363(O), SUBJECT SALES OR TRANSFER BY NEW  
PURCHASER(S) SUBJECT TO PROVISIONS OF CONSUMER CLAIMS AND  
DEFENSES OF CONSUMER DISCLOSURE/CREDIT TRANSACTION OR  
CONTRACT AND ORDER EXCEPTIONS TO DISCHARGE UNDER 11 U.S.C. § 523  
BROUGHT AGAINST DEBTORS' BNC MORTGAGE LLC AND/OR LEHMAN  
BROTHERS HOLDING INC., ETAL.**

Creditor, Deborah E. Focht, (herein referred to as "Creditor") sets forth her pre-petition statements (defined in section 101(5) of the Bankruptcy Code), as required in order to preserve her claims against the Debtors, BNC Mortgage Inc., a.k.a. BNC Mortgage LLC, (herein referred to as "BNC"), and/or Lehman Brother Holdings, Inc. et al, (herein referred to as "LBHI"), and in support, states the following:

1. This claim arose prior to the Commencement Date of the Debtor's voluntary petition, due a mortgage loan that was closed on October 2, 4, 17 and/or 18, 2002, while the Creditor was under duress from car accident injuries and while under duress closing conditions, for a loan between the Creditor and BNC Mortgage, Inc, loan (#ANA7346FOCH), via BNC Representatives from Irvine, California, employing Professional Title Services of Sarasota.
2. The mortgage was recorded on October 23, 2002, under Official Instrument # 2002175528, of the property listed in the Public Records of Sarasota County, Florida, as Exhibit "A".
3. The Mortgage names Mortgage Electronics Registration Systems Inc., (herein referred to as "MERS"), as the nominee and mortgagee on the BNC mortgage, dated October 17, 2002, but was overwritten to October 18, 2002. (see Exhibit "MERS Mortgage")
4. The mortgage loan payments, was collected years later by loan service provider, Select Portfolio Servicing, Inc. (formerly known as Fairbanks Capital - herein referred to as "SPS").
5. The Creditor informed SPS that the financial information requested for loan payments in August 2007, was incorrect, and SPS eventually sent documents held in their possession that consisted of a different proper loan account.
6. SPS attempted to have the Creditor fill out Identity Theft paperwork regarding the BNC mortgage, while pretending an investigation, and without any mention of filing a foreclosure.
7. On January 16, 2008, unknown entity, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10, (herein referred to as "WFBT"), filed a wrongful foreclosure action, in Sarasota County, under Case No: 2008 CA 000791

SC, served eviction notices without informing the Counter-Plaintiff, without mentioning involvements of SPS, submitted loan documents with an "Adjustable Rate Note" document by BNC, dated October 17, 2002, that are different than what the Creditor possesses and agreed to at her closing, and with financial information that still does not caculate to the amount of the adjustable rate note anyway. (see Exhibit "Adjustable Rate Note")

8. The Creditor evidenced the Truth in Lending Disclosure Statement (TILDS) she possessed, marked as "Final", dated October 17<sup>th</sup>, 2002, also overwritten to be dated October 18<sup>th</sup>, and showing different rate terms and date than the Adjustable Rate Note. (see Exhibit "Truth Rate")
9. According to the charges and documents, the mortgage transaction was deceptively obtained, executed, and renegotiated with other parties unknown to the Creditor, and the Creditor Responded to the Court that WFBT was attempting to enforce a lost or destroyed mortgage note, without providing any link to the Creditor, filed the foreclosure in collusion with SPS to create a default and filed defiance of federal and state court decision for Lenders to stop filing foreclosure without providing proof of ownership.
10. According to the evidence, BNC Mortgage Inc stood in as the lender to obtain the loan, then renegotiated and sold the loan to a loan trust pool of an affiliated company with an investment bank/lender and purchaser of loans, and even before loan was closed.
11. According to the evidence, BNC did not negotiate an acceptable loan with the Creditor, and the Creditor found documents that forging the dates and her signature. (see Exhibits "Truth Rate" - "Different Dates" - "Forgery")
12. As a result, on August 4, 2008, the Creditor sent BNC, MERS, WFBT and SPS a notice of Recission letter to cancel the mortgage and notice to quiet title and SPS and WFBT have not

ceased and desisted their activity and BNC did not respond and did not inform the Creditor of its bankruptcy petition. (see Exhibit "Rescission Letter")

13. Wells Fargo was already paid funds for bad mortgage loans according to many reports and articles and the evidence suggests that BNC was not the actual lender, and the presence of use of proceeds, insurance, credit default swaps, bailouts from the U.S. Treasury and Federal Reserve indicate that the only party who could possibly claim to be holder in due course has been paid in part or in full, which may BNC or Lehman Brothers, et al, and that if the loan was not sold and the lender received payment in full, neither the obligation nor the security (mortgage) exists by operation of law.
14. WFBT lacked Standing to bring its foreclosure Complaint as an injured party and provided no proper documentation in its Motion for Summary Judgment, however, BNC, WFBT, SPS, MERS AND/OR DOE are in breach of the terms of the mortgage and note despite being fraudulent, when it stated that payments would be applied to what the borrowers owes.
15. WFBT has not shown payment for the BNC mortgage and note, has not answered whether it was already paid or receive funds for the bad loan, and has not shown indorsement signatures of how it came into possession of the mortgage documents, and through discovery, on December 3, 2008, the Creditor received a copy of a "Corporate Assignment of Mortgage" recorded over eight months after WFBT filed it foreclosure claim, with SPS Representative Bill Koch signing on behalf of MERS, on behalf of BNC, and over to WFBT, listing the Assignor as Mortgage Electronics Registration Systems Inc., as Nominee for BNC Mortgage, Inc., and WFBT as Assignee.
16. Even though the "Assignment" was notarized on September 26, 2008, and possibly fabricated, it fails to follow the basic steps for conveyance to the trust, and the "Assignment"

indicates contradictions, claiming BNC was the Lender and that the Borrower granted and conveyed the mortgage to MERS (solely as nominee to Lender and Lender's successors and assigns), including as Mortgagee.

17. MERS is not named on the BNC adjustable note and the BNC mortgage note is dated October 17, 2002, while the mortgage is dated the 17<sup>th</sup>, but overwritten to be dated the October 18<sup>th</sup>.
18. SPS has enforced its own insurance policy after having the Creditor's insurance policy cancelled and BNC obtained a title insurance policy as the mortgage documents states the following on Page 2: "(N) 'Mortgage Insurance' means insurance protecting the Lender against the nonpayment of, or default on, the Loan."
19. In the event that Lehman Brothers Holdings Inc., et al. may be the actual lender, the Creditor should be returned all payments for the loan and/or via an insurance or a derivative agreement that pays in the event of default or other reason, which may calculate up to ten times the original loan amount of \$110,400.00, totaling \$3,312,000.00, in which the Creditor should be entitled to one-third at approximately \$1,104,000.00.
20. The Creditor does not have access to all the BNC mortgage documents, which is listed as a subsidiary of Lehman Brothers, and BNC has not send the Creditor any of the documents.
21. WFBT has standard trust agreements describing that BNC loans were securitized in a pool with other loans, which rendered the mortgages and notes no longer as Negotiable Instruments and left as an unsecured debt obligations.
22. Intermediaries in this case, WFBT and SPS are still attempting to collect on the wrong loan account even after being informed SPS was collecting on the wrong loan account and BNC, MERS, SPS, WFBT, LEHMAN BROTHERS, AND/OR DOE, should execute in writing an

instrument acknowledging SATISFACTION of said mortgage, lien, agreement or any judgment rendered.

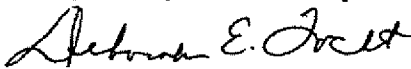
23. On July 22, 2009 CNN reported a conference with President Obama stating: "... Wall Street took extraordinary risks with other people's money. They were peddling loans that they knew could never be paid back."
24. The Creditor has already paid BNC approximately \$110,000 for two properties and paid SPS \$50,537.26, apparently for a fraudulent loan despite being the wrong loan account.
25. The Creditor's affirmative defenses, counterclaims, evidence and articles are too voluminous to list and exhibit, however, the documents exhibited for this proof of claim, should be void, as seen in U.S. Bank National Association v. Ibanez, No. 384283, 2009 WL 795201 (Mass. Land Ct. March 26, 2009) Massachusetts Land Court Judge Keith C. Long invalidating foreclosure sales because the lenders failed to show proof they held titles to the properties through valid assignments and ruled that due to faulty paperwork, U.S. Bank and Wells Fargo Bank don't really own the Greater Springfield homes that each foreclosed upon separately in 2007.
26. The Creditor has responded to the Court that the loan default was manufactured, and in May 2009, this reason was explained by evidence that supports her position that SPS and WFBT wanted to cause a default, but for an unexpected reason, which was heard on May 15, 2009, on C-Span Washington Journal, reporting the Professor and Director of the Center Department of Homeland Security and of the University of Maryland Law School, Michael Greenberger regarding "derivatives" that the Administration believes the lack of oversight of these markets led to the current day trouble in the financial markets.

27. This would be an agreement that the Creditor was not a party to, but was used for her signature, in order to collect on a bet that she would default on her loan, and collect what has been exposed to be up to 30 times the amount of the original loan amount.
28. Kansas Courts issued recent orders that MERS held no title, issued no credit and acted in no lending capacity...thus rendering all subsequent assignments (fraudulent they were) Void Ab Initio.
29. The Creditor motions for BNC and LBHI to produce all records in order to properly amend here proof of claim and requests an order from the Honorable Gregory Peck for stay under 11 U.S.C. 362, which triggers an injunction against the continuance of any action and that all actions in this case comes to a halt with no further state court jurisdiction in this case until U.S. Bankruptcy Honorable Gregory Peck declares as such.

#### CONCLUSION

30. For the reasons stated above, the Creditor Motions for all records be produced and for an Order to Stay all further court proceedings.

Respectfully Submitted by:



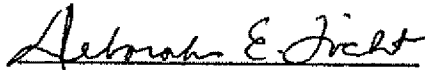
Deborah E. Focht  
530 E. Laurel Road  
Nokomis, FL 34275  
(941) 350-0561

#### VIA OVERNIGHT MAIL

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, New York 10017

Certificate of Service

Creditor, Deborah E. Focht, hereby, certifies that the Amended Proof of Claims Statement and Objections and Motions To Lift Automatic Stay, Order Production of All Documents In Possession of BNC Mortgage Inc., Lehman Brothers Holdings Inc., Etal, Order Blocking Transfer Of Core Assets Under The Bankruptcy Abuse Prevention & Consumer Protection Act, 11 U.S.C. §363(o), Subject Sales Or Transfer By New Purchaser(s) Subject To Provisions of Consumer Claims and Defenses of Consumer Disclosure/Credit Transaction or Contract And Order Exceptions to Discharge Under 11 U.S.C. § 523 Brought Against Debtors' BNC Mortgage LLC and/or c/o Lehman Brothers Holding Inc., Etal., have been mailed or emailed to the following law firms on this 20, day of October, 2009.



Deborah E. Focht  
530 E. Laurel Road  
Nokomis, Florida 34275  
(941) 350-0561

cc : Akerman Senterfitt  
Leslie A. Utiger, Esq.  
401 E. Jackson Street, Suite 1700  
Tampa, Florida 33602  
(attorney on behalf of BNC Mortgage, Inc.)

Weil, Gotshal & Manges LLP  
Charles Herschel, Esq.  
767 Fifth Avenue  
New York, NY 10153  
(attorney on behalf of Lehman Brothers, Inc.)



Page 65 of 120  
RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002175528 21 PGS  
2002 OCT 23 04:33 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FILLER Receipt#233293  
Doc Stamp-Hort: 386.40  
Intang. Tax: 220.80

(2)

9650 loc.  
256.40 OS  
220.80 IT

Return To:

BNC MORTGAGE, INC.  
P.O. BOX 18456  
IRVING, CA 92623-9456

This document was prepared by:

RETURN TO: 214  
PROFESSIONAL SERVICES OF SARASOTA  
6378 N. LOCKWOOD RIDGE RD.  
SARASOTA, FLORIDA 34238



(Space Above This Line For Recording Date) 2002175528

## MORTGAGE

MIN 100122200000209152

Loan No.: ARA7346FOCK

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 17, 2002 together with all Riders to this document.

(B) "Borrower" is DEBORAH E. FOCKY, a single woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Prit, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

(SARL) 000617

Page 1 of 10

VAR MORTGAGE FORMS - 000121-7231

MERS MORTGAGE"

OFFICIAL RECORDS INSTRUMENT # 2002175528 21 PGS

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this  
DEBORAH E. FOCHT

Sarasota

County of:

18th of October by  
2002

who is personally known to me or who has produced

Ph. Dr. Lic

as identification.

*May [Signature]*  
Notary Public





**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. SECURED NOTE**

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payments in full of all amounts I owe under this Note. Some of these conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

**12. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
DEBORAH E. FOCHT

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

[SIGN ORIGINAL ONLY]



Exhibit "Wells Fargo Note"

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.400 % or less than 4.000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point ( 1.0%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be less than 4.000 % or greater than the lesser of (i) 13.400 % or (ii) the highest interest rate allowed by law.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payments beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

3. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within twenty-four ( 24 ) months after the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

4. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is strictly interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceed the permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payments by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section X(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

FLORIDA LAW PROGRAM

Page 2 of 3

Rev. 1/05

PLAZO

Borrower Initials

44

Exhibit "Wells Fargo Note"

It is a condition to the funding of this loan that the debt listed on the CONDITIONAL LOAN APPROVAL be paid.  
Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff.

**DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW**

\*Estimated Payoff Amount:

TOTAL

\$0.00

\*All liens of record must be paid in accordance with mortgagee's Pay off Demand Statement.  
If you have any questions regarding any of these instructions, please contact the Funding Department at (949) 260-6000.  
**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these closing instructions.

Deborah Foht 10/18/02  
Borrower DEBORAH FOCHT Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

**ACKNOWLEDGED AND AGREED:**

Cathy 10/18/02 Mary 10/18/02  
Settlement Agent CATHY Date Title Officer Date

SPECIFIC CLOSING INSTRUCTIONS

#6111a

Pg 71 of 120

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

**CREDITOR:**

BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

**BORROWERS:** DEBORAH E. FOCHT☐ Preliminary ☒ Final

DATE: 10/17/2002

LOAN NO.: ANA7346FOCH

Type of Loan: 2 YEAR FIXED 1/7

ADDRESS: 2655 BAY STREET

CITY/STATE/ZIP: SARASOTA, FL 34237

PROPERTY: 530 LAUREL ROAD NOKOMIS FL 34275

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.409 %	\$ 188,538.06	\$ 104,734.18	\$ 293,272.24

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING
24	\$690.56	12/01/2002			
335	\$623.54	12/01/2004			
1	\$812.90	11/01/2032			

**DEMAND FEATURE:** ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:**☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.**SECURITY:** You are giving a security interest in the property located at: 530 LAUREL ROAD NOKOMIS FL 34275

**ASSUMPTION:** Someone buying this property ☒ cannot assume the remaining balance due under original mortgage terms  
☐ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

**FILING / RECORDING FEES:** \$ 70.00

**PROPERTY INSURANCE:** ☐ Property hazard insurance in the amount of \$ 0.00 with a mortgagee clause to the lender  
 is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.  
 Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of \$ 0.00 for a year term.

**LATE CHARGES:** If your payment is more than 10 days late, you will be charged a late charge of 6.000 % of the overdue payment.

**PREPAYMENT:** If you pay off your loan early, you  
☒ may ☐ will not have to pay a penalty.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.  
 e means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

*Deborah E. Focht*  
 DEBORAH E. FOCHT

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

BORROWER/DATE

VMP-788 (0004)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

4/00

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Exhibit "Truth Rate"

August 4, 2008

BNC Mortgage, Inc.  
P.O. Box 19656  
Irvine, CA 92623-9656

BNC Mortgage, Inc.  
1901 Main Street  
Irvine, CA 92614

Mortgage Electronics Registration Systems Inc., (MERS)  
P.O. Box 2026  
Flint, MI 48501-2026

Select Portfolio Servicing, Inc.  
P.O. Box 65250 / Mail code 1000  
Salt Lake City, Utah 84165-0250

Re: BNC Mortgage, Inc., Original Loan # ANA7346FOCH  
Select Portfolio Servicing (a.k.a. Fairbanks Capital) Loan # 12720137

Dear Sir or Madam:

Please accept this letter of **NOTICES** and **DEMANDS**, on behalf of a mortgage loan contract (# ANA7346FOCH), dated October 4, 17 and/or 18, 2002, for the property recorded on October 23, 2002, under Official Instrument # 2002175528, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, listing "Exhibit "A"" (see attached Exhibit).

You are hereby notified of the following:

**I HEREWITH DEMAND CANCELLATION OF THIS INVALID MORTGAGE LOAN CONTRACT**, which was signed, under DURESS, with no MEETING OF THE MINDS or any CONSIDERATION realized, created by original maker, **BNC MORTGAGE, INC.**, but VOID due to unknown and deceptive DUPLICATE TERM RATES, and recording a materially defective mortgage, consisting of several dates and violations found under the Truth In Lending Act (TILA), Regulation Z, the Consumer Protection Act, the Homeowner's Equity Protection Act (HOEPA), the Florida Deceptive and Unfair Trade Practices Act (FUTPA), along with many other law violations.

A parallel case of a class action suit was explained and ruled by the U.S. District Court under Case No. 05C0454 in Andrews v. Chevy Chase Bank, FSB, citing the Truth in Lending Act ("TILA"), 15 U.S.C. 1601 et seq., and a number of respects, exhibiting conflicting Adjustable Rate Rider ("ARR") and a deficient Truth in Lending Disclosure Statement ("TILDS"), which determined a right of rescission relief of a TILA plaintiff and of attorneys' fees and costs under section 1635. 15 U.S.C. § 1640(3).



Relief from contract law violations can be found under Florida Statute § 672.302(1), (2), and as seen in cases Pendleton v. Witcoski, 836 So. 2d 1025; (Florida 1<sup>st</sup> DCA 2002); Leo v. MacLeod, 752 So. 2d 627 (Florida 2<sup>nd</sup> DCA 1999); the Florida Supreme Court, in David v. Richman, 528 So.2d 25, 27, and under the Constitution of the State of Florida, Article I, Section 2.

**I HEREBY GIVE NOTICE OF A COUNTERCLAIM** against "WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10", and SELECT PORTFOLIO SERVICING, INC. (a.k.a. FAIRBANKS CAPITAL) (under loan # 0003999042), and any REPRESENTATIVES involved, due to the foreclosure prosecution that was filed on January 15, 2008, under Case #: 2008 CA 000791 SC, in Sarasota South County, Civil Circuit Court # 11, R. L. Administration Center, 4100 S. Tamiami Trail, Venice, FL 34293.

**I HEREBY DEMAND A FULL SATISFACTION** of the MORTGAGE AND NOTE, **REIMBURSEMENT** OF ALL FUNDS I have paid on this loan, plus any other damages, and I give **NOTICE** to CEASE and DESIST all calls and claims to collect on this DISHONORED Note, and that any further attempts to enforce this UNCONSCIONABLE mortgage lien will constitute aiding and abetting, and in violation pursuant to Florida Statutes § 501.201, Florida's Organized Fraud § 817.034(f) and Florida Rico Act § 895.01-895.06.

Please also consider this as a **NOTICE** of filing A LIS PENDENS, with the intent to **QUIET TITLE**, pursuant to Florida Statutes 65.031 and § 65.061.

Please forward this notice to any affiliate that I am unaware of that has any interest in this case, as liability extends to an assignee, therefore, any claims should be filed against any new purchaser naming itself as owner of the promissory note sold by BNC MORTGAGE, INC, ET AL, which may have filed and recorded a petition within a United States Bankruptcy District Court.

Please send a certified response within 30 days as to what your intentions are regarding each of the notices and demands listed above, including any updated address and contact information needed, in order to prevent unnecessary costs.

Sincerely,



Deborah E. Focht  
530 E. Laurel Avenue  
Nokomis, Florida 34275  
(941) 350- 0561

cc: Select Portfolio Servicing, LP  
Attn: Legal Dept  
P.O. Box 551170  
Jacksonville, FL 32255

Albertelli Law  
Andrew L. Fivecoat, Esq.  
777 South Harbour Island Blvd.  
Suite 940  
Tampa, FL 33602

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PS Form 3800, October 2009 PSN 7530-01-000-9000 PSN 7530-01-000-9000		PS Form 3800, October 2009 PSN 7530-01-000-9000 PSN 7530-01-000-9000	
34272 1626 07 3440 1626 07		34272 1626 07 3440 1626 07	
34272 1626 07 3440 1626 07		34272 1626 07 3440 1626 07	

FROM: 941-350-0561  
 DEBORAH FOCHT  
 530 E. LAUREL RD  
 NOLOMIS, FL 34275

FOR PICKUP OR TRACKING  
Visit [www.usps.com](http://www.usps.com)

**EXPRESS MAIL**  
 UNITED STATES POSTAL SERVICE  
 MAILING LABEL  
 PS Form 3800, October 2009

TO: 941-350-0561  
 EPIQ BANKRUPTCY SOLUTIONS  
 ATTN: LETHAN BROTHERS LLC  
 HOLDINGS CLAIM DEPT  
 757 THIRD AVENUE, 3RD FL  
 NEW YORK, NEW YORK 1



Please recycle

**United States Bankruptcy Court/Southern District of New York**  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re: **Lehman Brothers Holdings Inc., et al.**  
Debtors.  
Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)  
Name of Debtor Against Which Claim is Held  
**Lehman Brothers Derivative Products Inc**  
Case No. of Debtor  
**08-13899**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense must be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for a claim or program secured by a lien on real property.

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

**Deborah E. Focht**  
530 E. Laurel Road  
Nokomis, FL 34275  
U.S.

Telephone number: **941-350-0561** Email Address: **americanreply@gmx.co**

Name and address where payment should be sent (if different from above)

Telephone number: Email Address:

1. Amount of Claim as of Date Case Filed: \$ **1,104,000.00+**

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☒ Check this box if all or part of your claim is based on a Derivative Contract.\*

☐ Check this box if all or part of your claim is based on a Guarantee.\*

**\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: May be actual Lender or Owner holding insurance or derivative agreement (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: **FOCH**

3a. Debtor may have scheduled account as: **2002175528**

(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ (See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

Date:

10/18/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

*Deborah E. Focht*

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## PROOF OF CLAIM

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000042916



### THIS SPACE IS FOR COURT USE ONLY

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: (If known)

Filed on:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)( ).

Amount entitled to priority:

\$

### FOR COURT USE ONLY

**FILED / RECEIVED**

**OCT 21 2009**

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

## CLAIM FORM FILING CONFIRMATION

Your claim form was successfully filed on 10/18/2009 at 10:57 PM Central. Please print this page as proof of your filing.

Deborah E. Focht  
530 E. Laurel Road  
Nokomis, FL 34275 UNITED STATES

Name of Debtor

Lehman Brothers Derivative Products Inc. (08-13899)

Please identify the counterparties,  
guarantor and/or credit support provider to  
the derivative contract.

Bnc Mortgage Inc. and Wells Fargo Bank, N.A., Successor By Merger To  
Wells Fargo Bank Minnesota, National Association, As Trustee, In Trust For  
The Holders Of Structured Assets Securities Corporation – Amortizing  
Residential Collateral Trust Mortgage Pass Through Certificates, Series  
2002-BC10

Have you entered into a termination  
agreement with the Debtors establishing  
the agreed upon amounts due in respect  
of derivative contracts?

Selected: No

Have the derivative contracts matured or  
been terminated?

Selected: No

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

IN RE: : Chapter 11

BNC MORTGAGE LLC,  
DEBTOR, : Under Case No.: 09-10137 (JMP)

IN RE: : Chapter 11

LEHMAN BROTHERS HOLDINGS INC., ET AL.,  
DEBTOR, : Under Case No.: 08-13555 (JMP)

LEHMAN BROTHERS DERIVATIVE PRODUCTS INC.,  
DEBTOR, : Under Case No.: 08-13899 (JMP)

LEHMAN BROTHERS OTC DERIVATIVES INC.,  
DEBTOR, : Under Case No.: 08-13893 (JMP)

-----X

: AFFIDAVIT OF DEBORAH E. FOCHT,  
: CREDITOR

**AMENDED STATEMENT IN SUPPORT OF PROOF OF CLAIM**

**OBJECTIONS AND MOTIONS TO LIFT AUTOMATIC STAY, ORDER PRODUCTION  
OF ALL DOCUMENTS IN POSSESSION OF BNC MORTGAGE INC., LEHMAN  
BROTHERS HOLDINGS INC., ETAL, ORDER BLOCKING TRANSFER OF CORE  
ASSETS UNDER THE BANKRUPTCY ABUSE PREVENTION & CONSUMER  
PROTECTION ACT, 11 U.S.C. §363(O), SUBJECT SALES OR TRANSFER BY NEW  
PURCHASER(S) SUBJECT TO PROVISIONS OF CONSUMER CLAIMS AND  
DEFENSES OF CONSUMER DISCLOSURE/CREDIT TRANSACTION OR  
CONTRACT AND ORDER EXCEPTIONS TO DISCHARGE UNDER 11 U.S.C. § 523  
BROUGHT AGAINST DEBTORS' BNC MORTGAGE LLC AND/OR LEHMAN  
BROTHERS HOLDING INC., ETAL.**

Creditor, Deborah E. Focht, (herein referred to as "Creditor") sets forth her pre-petition statements (defined in section 101(5) of the Bankruptcy Code), as required in order to preserve her claims against the Debtors, BNC Mortgage Inc., a.k.a. BNC Mortgage LLC, (herein referred to as "BNC"), and/or Lehman Brother Holdings, Inc. et al, (herein referred to as "LBHI"), and in support, states the following:

1. This claim arose prior to the Commencement Date of the Debtor's voluntary petition, due a mortgage loan that was closed on October 2, 4, 17 and/or 18, 2002, while the Creditor was under duress from car accident injuries and while under duress closing conditions, for a loan between the Creditor and BNC Mortgage, Inc, loan (#ANA7346FOCH), via BNC Representatives from Irvine, California, employing Professional Title Services of Sarasota.
2. The mortgage was recorded on October 23, 2002, under Official Instrument # 2002175528, of the property listed in the Public Records of Sarasota County, Florida, as Exhibit "A".
3. The Mortgage names Mortgage Electronics Registration Systems Inc., (herein referred to as "MERS"), as the nominee and mortgagee on the BNC mortgage, dated October 17, 2002, but was overwritten to October 18, 2002. (see Exhibit "MERS Mortgage")
4. The mortgage loan payments, was collected years later by loan service provider, Select Portfolio Servicing, Inc. (formerly known as Fairbanks Capital - herein referred to as "SPS").
5. The Creditor informed SPS that the financial information requested for loan payments in August 2007, was incorrect, and SPS eventually sent documents held in their possession that consisted of a different proper loan account.
6. SPS attempted to have the Creditor fill out Identity Theft paperwork regarding the BNC mortgage, while pretending an investigation, and without any mention of filing a foreclosure.
7. On January 16, 2008, unknown entity, WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10, (herein referred to as "WFBT"), filed a wrongful foreclosure action, in Sarasota County, under Case No: 2008 CA 000791

SC, served eviction notices without informing the Counter-Plaintiff, without mentioning involvements of SPS, submitted loan documents with an "Adjustable Rate Note" document by BNC, dated October 17, 2002, that are different than what the Creditor possesses and agreed to at her closing, and with financial information that still does not calculate to the amount of the adjustable rate note anyway. (see Exhibit "Adjustable Rate Note")

8. The Creditor evidenced the Truth in Lending Disclosure Statement (TILDS) she possessed, marked as "Final", dated October 17<sup>th</sup>, 2002, also overwritten to be dated October 18<sup>th</sup>, and showing different rate terms and date than the Adjustable Rate Note. (see Exhibit "Truth Rate")
9. According to the charges and documents, the mortgage transaction was deceptively obtained, executed, and renegotiated with other parties unknown to the Creditor, and the Creditor Responded to the Court that WFBT was attempting to enforce a lost or destroyed mortgage note, without providing any link to the Creditor, filed the foreclosure in collusion with SPS to create a default and filed defiance of federal and state court decision for Lenders to stop filing foreclosure without providing proof of ownership.
10. According to the evidence, BNC Mortgage Inc stood in as the lender to obtain the loan, then renegotiated and sold the loan to a loan trust pool of an affiliated company with an investment bank/lender and purchaser of loans, and even before loan was closed.
11. According to the evidence, BNC did not negotiate an acceptable loan with the Creditor, and the Creditor found documents that forging the dates and her signature. (see Exhibits "Truth Rate" - "Different Dates" - "Forgery")
12. As a result, on August 4, 2008, the Creditor sent BNC, MERS, WFBT and SPS a notice of Recission letter to cancel the mortgage and notice to quiet title and SPS and WFBT have not



ceased and desisted their activity and BNC did not respond and did not inform the Creditor of its bankruptcy petition. (see Exhibit "Rescission Letter")

13. Wells Fargo was already paid funds for bad mortgage loans according to many reports and articles and the evidence suggests that BNC was not the actual lender, and the presence of use of proceeds, insurance, credit default swaps, bailouts from the U.S. Treasury and Federal Reserve indicate that the only party who could possibly claim to be holder in due course has been paid in part or in full, which may BNC or Lehman Brothers, et al, and that if the loan was not sold and the lender received payment in full, neither the obligation nor the security (mortgage) exists by operation of law.
14. WFBT lacked Standing to bring its foreclosure Complaint as an injured party and provided no proper documentation in its Motion for Summary Judgment, however, BNC, WFBT, SPS, MERS AND/OR DOE are in breach of the terms of the mortgage and note despite being fraudulent, when it stated that payments would be applied to what the borrowers owes.
15. WFBT has not shown payment for the BNC mortgage and note, has not answered whether it was already paid or receive funds for the bad loan, and has not shown indorsement signatures of how it came into possession of the mortgage documents, and through discovery, on December 3, 2008, the Creditor received a copy of a "Corporate Assignment of Mortgage" recorded over eight months after WFBT filed it foreclosure claim, with SPS Representative Bill Koch signing on behalf of MERS, on behalf of BNC, and over to WFBT, listing the Assignor as Mortgage Electronics Registration Systems Inc., as Nominee for BNC Mortgage, Inc., and WFBT as Assignee.
16. Even though the "Assignment" was notarized on September 26, 2008, and possibly fabricated, it fails to follow the basic steps for conveyance to the trust, and the "Assignment"

indicates contradictions, claiming BNC was the Lender and that the Borrower granted and conveyed the mortgage to MERS (solely as nominee to Lender and Lender's successors and assigns), including as Mortgagee.

17. MERS is not named on the BNC adjustable note and the BNC mortgage note is dated October 17, 2002, while the mortgage is dated the 17<sup>th</sup>, but overwritten to be dated the October 18<sup>th</sup>.
18. SPS has enforced its own insurance policy after having the Creditor's insurance policy cancelled and BNC obtained a title insurance policy as the mortgage documents states the following on Page 2: "(N) 'Mortgage Insurance' means insurance protecting the Lender against the nonpayment of, or default on, the Loan."
19. In the event that Lehman Brothers Holdings Inc., et al. may be the actual lender, the Creditor should be returned all payments for the loan and/or via an insurance or a derivative agreement that pays in the event of default or other reason, which may calculate up to ten times the original loan amount of \$110,400.00, totaling \$3,312,000.00, in which the Creditor should be entitled to one-third at approximately \$1,104,000.00.
20. The Creditor does not have access to all the BNC mortgage documents, which is listed as a subsidiary of Lehman Brothers, and BNC has not send the Creditor any of the documents.
21. WFBT has standard trust agreements describing that BNC loans were securitized in a pool with other loans, which rendered the mortgages and notes no longer as Negotiable Instruments and left as an unsecured debt obligations.
22. Intermediaries in this case, WFBT and SPS are still attempting to collect on the wrong loan account even after being informed SPS was collecting on the wrong loan account and BNC, MERS, SPS, WFBT, LEHMAN BROTHERS, AND/OR DOE, should execute in writing an

instrument acknowledging SATISFACTION of said mortgage, lien, agreement or any judgment rendered.

23. On July 22, 2009 CNN reported a conference with President Obama stating: "... Wall Street took extraordinary risks with other people's money. They were peddling loans that they knew could never be paid back."
24. The Creditor has already paid BNC approximately \$110,000 for two properties and paid SPS \$50,537.26, apparently for a fraudulent loan despite being the wrong loan account.
25. The Creditor's affirmative defenses, counterclaims, evidence and articles are too voluminous to list and exhibit, however, the documents exhibited for this proof of claim, should be void, as seen in U.S. Bank National Association v. Ibanez, No. 384283, 2009 WL 795201 (Mass. Land Ct. March 26, 2009) Massachusetts Land Court Judge Keith C. Long invalidating foreclosure sales because the lenders failed to show proof they held titles to the properties through valid assignments and ruled that due to faulty paperwork, U.S. Bank and Wells Fargo Bank don't really own the Greater Springfield homes that each foreclosed upon separately in 2007.
26. The Creditor has responded to the Court that the loan default was manufactured, and in May 2009, this reason was explained by evidence that supports her position that SPS and WFBT wanted to cause a default, but for an unexpected reason, which was heard on May 15, 2009, on C-Span Washington Journal, reporting the Professor and Director of the Center Department of Homeland Security and of the University of Maryland Law School, Michael Greenberger regarding "derivatives" that the Administration believes the lack of oversight of these markets led to the current day trouble in the financial markets.

27. This would be an agreement that the Creditor was not a party to, but was used for her signature, in order to collect on a bet that she would default on her loan, and collect what has been exposed to be up to 30 times the amount of the original loan amount.
28. Kansas Courts issued recent orders that MERS held no title, issued no credit and acted in no lending capacity...thus rendering all subsequent assignments (fraudulent they were) Void Ab Initio.
29. The Creditor motions for BNC and LBHI to produce all records in order to properly amend here proof of claim and requests an order from the Honorable Gregory Peck for stay under 11 U.S.C. 362, which triggers an injunction against the continuance of any action and that all actions in this case comes to a halt with no further state court jurisdiction in this case until U.S. Bankruptcy Honorable Gregory Peck declares as such.

#### CONCLUSION

30. For the reasons stated above, the Creditor Motions for all records be produced and for an Order to Stay all further court proceedings.

Respectfully Submitted by:



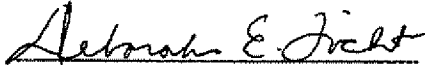
Deborah E. Focht  
530 E. Laurel Road  
Nokomis, FL 34275  
(941) 350-0561

#### VIA OVERNIGHT MAIL

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, New York 10017

Certificate of Service

Creditor, Deborah E. Focht, hereby, certifies that the Amended Proof of Claims Statement and Objections and Motions To Lift Automatic Stay, Order Production of All Documents In Possession of BNC Mortgage Inc., Lehman Brothers Holdings Inc., Etal, Order Blocking Transfer Of Core Assets Under The Bankruptcy Abuse Prevention & Consumer Protection Act, 11 U.S.C. §363(o), Subject Sales Or Transfer By New Purchaser(s) Subject To Provisions of Consumer Claims and Defenses of Consumer Disclosure/Credit Transaction or Contract And Order Exceptions to Discharge Under 11 U.S.C. § 523 Brought Against Debtors' BNC Mortgage LLC and/or c/o Lehman Brothers Holding Inc., Etal., have been mailed or emailed to the following law firms on this 20, day of October, 2009.



Deborah E. Focht  
530 E. Laurel Road  
Nokomis, Florida 34275  
(941) 350-0561

cc : Akerman Senterfitt  
Leslie A. Utiger, Esq.  
401 E, Jackson Street, Suite 1700  
Tampa, Florida 33602  
(attorney on behalf of BNC Mortgage, Inc.)

Weil, Gotshal & Manges LLP  
Charles Herschel, Esq.  
767 Fifth Avenue  
New York, NY 10153  
(attorney on behalf of Lehman Brothers, Inc.)

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2002175528 21 PGS

(2)

Return To:

ENC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

2002 OCT 23 04:33 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FMILLER Recelot#233293  
Doc Stamp-Mort: 366.40  
Intang. Tax: 220.80

This document was prepared by:

RETURN TO: 214  
PROFESSIONAL SERVICES OF SARASOTA  
6378 N. LOCKWOOD RIDGE RD.  
SARASOTA, FLORIDA 34233

(Space Above This Line For Recording Date) 2002175528

## MORTGAGE

MIN 100122200000209152

Loan No.: ANA734690CH

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated October 17, 2002 together with all Riders to this document.

(B) "Borrower" is EMMORAH E. FOCY, a single woman

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Filer, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is ENC MORTGAGE, INC., A DELAWARE CORPORATION

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3010 1/01

SAFELI 00061.01

Page 1 of 18

VRAP MORTGAGE FORM - 000121.7.001

MERS MORTGAGE

OFFICIAL RECORDS INSTRUMENT # 2002175528 21 pgs

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this  
DEBORAH E. FOCHT

Sarasota

County ss:

18th of October by  
2002

who is personally known to me or who has produced

Ph. Dr. Gc

as identification.

  
Notary Public







10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
DEBORAH E. POCHT

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(SIGN ORIGINAL ONLY)



Exhibit "Wells Fargo Note"

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.400 % or less than 4.400 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point ( 1.0%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be less than 4.400 % or greater than the lesser of (i) 13.400 % or (ii) the highest interest rate allowed by law.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within twenty-four ( 24 ) months after the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

4

**PAYOFF REQUIREMENTS:**

Pg 91 of 120

It is a condition to the funding of this loan that the debts listed on the **CONDITIONAL LOAN APPROVAL** be paid. Indicate payoffs on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff.

**DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW**

\*Estimated Payoff Amount:

TOTAL

\$0.00

\*All liens of record must be paid in accordance with mortgagee's Pay off Demand Statement. If you have any questions regarding any of these instructions, please contact the Funding Department at (949) 260-6000.

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these closing instructions.

Deborah Foht 10/18/02  
Borrower DEBORAH FOHT Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

\_\_\_\_\_  
Borrower Date Borrower Date

**ACKNOWLEDGED AND AGREED:**

Cathy 10/18/02 Mary G. Jones 10/18/02  
Settlement Agent CATHY Date Title Officer Date

**SPECIFIC CLOSING INSTRUCTIONS**

HUD-170

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

**CREDITOR:**

BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

**BORROWERS:** DEBORAH E. FOCHT

☐ Preliminary ☒ Final  
DATE: 10/17/2002  
LOAN NO.: ANA7346FOCH  
Type of Loan: 2 YEAR FIXED 1/7

ADDRESS: 2655 BAY STREET  
CITY/STATE/ZIP: SARASOTA, FL 34237  
PROPERTY: 530 LAUREL ROAD NOKOMIS FL 34275

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.409 %	\$ 188,538.06	\$ 104,734.18	\$ 293,272.24

**PAYMENT SCHEDULE:**

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENTS ARE DUE monthly BEGINNING
24	\$690.56	12/01/2002			
335	\$823.54	12/01/2004			
1	\$812.90	11/01/2032			

**DEMAND FEATURE:** ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature as follows:

**VARIABLE RATE FEATURE:**

☒ This Loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

**SECURITY:** You are giving a security interest in the property located at: 530 LAUREL ROAD NOKOMIS FL 34275

**ASSUMPTION:** Someone buying this property ☒ cannot assume the remaining balance due under original mortgage terms  
☐ may assume, subject to lender's conditions, the remaining balance due under original mortgage terms.

**FILING / RECORDING FEES:** \$ 70.00

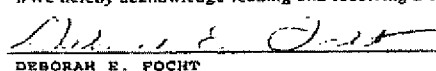
**PROPERTY INSURANCE:** ☐ Property hazard insurance in the amount of \$ 0.00 with a mortgagee clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any insurance company acceptable to the lender.  
Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of \$ 0.00 for a year term.

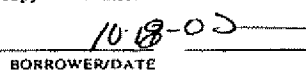
**LATE CHARGES:** If your payment is more than 10 days late, you will be charged a late charge of 6.000 % of the overdue payment.

**PREPAYMENT:** If you pay off your loan early, you  
☒ may ☐ will not have to pay a penalty.  
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, required repayment in full before scheduled date, and prepayment refunds and penalties.  
e means estimate

I/We hereby acknowledge reading and receiving a complete copy of this disclosure.

  
DEBORAH E. FOCHT

  
BORROWER/DATE

  
BORROWER/DATE

BORROWER/DATE BORROWER/DATE

VMP - 788 (0004)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 2

4/00

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Exhibit "Truth Rate"

August 4, 2008

BNC Mortgage, Inc.  
P.O. Box 19656  
Irvine, CA 92623-9656

BNC Mortgage, Inc.  
1901 Main Street  
Irvine, CA 92614

Mortgage Electronics Registration Systems Inc., (MERS)  
P.O. Box 2026  
Flint, MI 48501-2026

Select Portfolio Servicing, Inc.  
P.O. Box 65250 / Mail code 1000  
Salt Lake City, Utah 84165-0250

Re: BNC Mortgage, Inc., Original Loan # ANA7346FOCH  
Select Portfolio Servicing (a.k.a. Fairbanks Capital) Loan # 12720137

Dear Sir or Madam:

Please accept this letter of **NOTICES** and **DEMANDS**, on behalf of a mortgage loan contract (# ANA7346FOCH), dated October 4, 17 and/or 18, 2002, for the property recorded on October 23, 2002, under Official Instrument # 2002175528, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, listing "Exhibit "A"" (see attached Exhibit).

You are hereby notified of the following:

**I HEREWITH DEMAND CANCELLATION OF THIS INVALID MORTGAGE LOAN CONTRACT**, which was signed, under DURESS, with no MEETING OF THE MINDS or any CONSIDERATION realized, created by original maker, **BNC MORTGAGE, INC.**, but VOID due to unknown and deceptive DUPLICATE TERM RATES, and recording a materially defective mortgage, consisting of several dates and violations found under the Truth In Lending Act (TILA), Regulation Z, the Consumer Protection Act, the Homeowner's Equity Protection Act (HOEPA), the Florida Deceptive and Unfair Trade Practices Act (FUTPA), along with many other law violations.

A parallel case of a class action suit was explained and ruled by the U.S. District Court under Case No. 05C0454 in Andrews v. Chevy Chase Bank, FSB, citing the Truth in Lending Act ("TILA"), 15 U.S.C. 1601 et seq., and a number of respects, exhibiting conflicting Adjustable Rate Rider ("ARR") and a deficient Truth in Lending Disclosure Statement ("TILDS"), which determined a right of rescission relief of a TILA plaintiff and of attorneys' fees and costs under section 1635. 15 U.S.C. § 1640(3).

Relief from contract law violations can be found under Florida Statute § 672.302(1), (2), and as seen in cases Pendleton v. Witcoski, 836 So. 2d 1025; (Florida 1<sup>st</sup> DCA 2002); Leo v. MacLeod, 752 So. 2d 627 (Florida 2<sup>nd</sup> DCA 1999); the Florida Supreme Court, in David v. Richman, 528 So.2d 25, 27, and under the Constitution of the State of Florida, Article I, Section 2.

**I HEREBY GIVE NOTICE OF A COUNTERCLAIM** against "WELLS FARGO BANK, N.A., SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION – AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10", and SELECT PORTFOLIO SERVICING, INC. (a.k.a. FAIRBANKS CAPITAL) (under loan # 0003999042), and any REPRESENTATIVES involved, due to the foreclosure prosecution that was filed on January 15, 2008, under Case #: 2008 CA 000791 SC, in Sarasota South County, Civil Circuit Court # 11, R. L. Administration Center, 4100 S. Tamiami Trail, Venice, FL 34293.

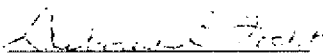
**I HEREBY DEMAND A FULL SATISFACTION** of the MORTGAGE AND NOTE, **REIMBURSEMENT** OF ALL FUNDS I have paid on this loan, plus any other damages, and I give **NOTICE** to CEASE and DESIST all calls and claims to collect on this DISHONORED Note, and that any further attempts to enforce this UNCONSCIONABLE mortgage lien will constitute aiding and abetting, and in violation pursuant to Florida Statutes § 501.201, Florida's Organized Fraud § 817.034(f) and Florida Rico Act § 895.01-895.06.

Please also consider this as a **NOTICE** of filing A LIS PENDENS, with the intent to **QUIET TITLE**, pursuant to Florida Statutes 65.031 and § 65.061.

Please forward this notice to any affiliate that I am unaware of that has any interest in this case, as liability extends to an assignee, therefore, any claims should be filed against any new purchaser naming itself as owner of the promissory note sold by BNC MORTGAGE, INC, ET AL, which may have filed and recorded a petition within a United States Bankruptcy District Court.

Please send a certified response within 30 days as to what your intentions are regarding each of the notices and demands listed above, including any updated address and contact information needed, in order to prevent unnecessary costs.

Sincerely,



Deborah E. Focht  
530 E. Laurel Avenue  
Nokomis, Florida 34275  
(941) 350- 0561

cc: Select Portfolio Servicing, LP  
Attn: Legal Dept  
P.O. Box 551170  
Jacksonville, FL 32255

Albertelli Law  
Andrew L. Fivecoat, Esq.  
777 South Harbour Island Blvd.  
Suite 940  
Tampa, FL 33602





**EXHIBIT B**  
**(Foreclosure Judgment)**

IN THE CIRCUIT COURT OF THE  
TWELFTH JUDICIAL CIRCUIT IN & FOR  
SARASOTA COUNTY, FLORIDA ✓

FOR CLERK'S USE ONLY

Clerk Case Number: 2008 CA 791 SC  
Circuit Civil A - Sarasota County

WELLS FARGO BANK, N.A.,  
Plaintiff(s),

v.

DARLENE BALKE, DEBORAH E. FOCHT, ET AL.,  
Defendant(s).

FILED FOR RECORD  
2011 AUG 15 PM 2:30  
KAREN J. AUSING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

**UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE**

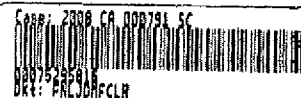
*This form substantially complies with Form 1.996, adopted by the Florida Supreme Court  
February 11, 2010, SC09-1579; form published in 12<sup>th</sup> Circuit on 4-5-10.*

THIS action was tried before the Court. On the evidence presented

IT IS ORDERED AND ADJUDGED that:

1. Plaintiff, WELLS FARGO BANK, N. A., SUCCESSOR BY MERGER TO WELLS  
FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN  
TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES  
CORPORATION - AMORTIZING RESIDENTIAL COLLATERAL TRUST  
MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2002-BC10, is due.

Description	Amount
Principal	\$ 105695.77
Interest from 08/01/07 to the 08/11/2011 date of judgment	\$ 37402.57
Title Search Expense	\$
Taxes	\$
Filing Fee	\$
Service of Process	\$
Attorneys' Fees	
Finding as to reasonable number of hours	
Finding as to reasonable hourly rate:	
Attorneys' Fee Total	\$
Court costs, now taxed	\$
Other: Escrow/Impound Advances	\$ 22213.35



intersection with the Westerly right-of-way line of the Seaboard Coastline Railroad and the end of said right-of-way line.

3. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale as set forth below to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

Sales Information	Date [Clerk Inserts]	Time	Location
Sarasota County	September 19, 2011	9:00 am or as soon as possible thereafter	Foreclosure sales conducted via Internet: <a href="http://www.sarasota.realforeclose.com">www.sarasota.realforeclose.com</a>
Manatee County		11:00 am or as soon as possible thereafter	Foreclosure sales conducted via Internet: <a href="http://www.manatee.realforeclose.com">www.manatee.realforeclose.com</a>
DeSoto County		11:00 am or as soon as possible thereafter	DeSoto County Courthouse 115 Oak Street, Arcadia, Florida 34266 <a href="http://www.desotoclerk.com">www.desotoclerk.com</a>

4. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

5. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

**NOTICE:** Issuance of a writ of possession does not exempt plaintiff from complying with federal law requiring notice to tenants residing on foreclosed property. To insure compliance with federal law, Plaintiff should consult with counsel before serving the writ of possession.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, a deficiency judgment.

**8. Additions, Modifications or Changes to Standard Form**

Any additions, modifications or changes to the provisions above may only be set forth in this paragraph.

- a. *The Court reserves jurisdiction to award reasonable attorney's fees and costs.*
- b.
- c.
- d.
- e.

**NOTICE PURSUANT TO § 45.031, FLORIDA STATUTES (2006).**

If this property is sold at public auction, there may be additional money from the sale after payment of persons who are entitled to be paid from the sale proceeds pursuant to this Final Judgment.

If you are a subordinate lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than sixty (60) days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

*If the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the following additional language applies:*

If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your rights to anyone else in order for you to claim any money to which you are entitled. Please check with the Clerk of Court for your county within ten (10) days after the sale to see if there is additional money from the foreclosure sale that the clerk has in the registry of the Court.

Sarasota County Clerk of Court	Manatee County Clerk of Court	Desoto County Clerk of Court
2000 Main Street Sarasota, Florida 34237 (941) 861-7400 www.sarasotaclerk.com	1115 Manatee Ave W Bradenton, FL 34205 (941) 749-1800 www.manateeclerk.com	115 East Oak Street Arcadia, FL 34266 (863) 993-4876 www.desotoclerk.com

If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering help to you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact the local legal services listed below to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact one of the services listed below, you should do so as soon as possible after the receipt of this notice.

Sarasota County	Manatee County	DeSoto County
<b>Legal Aid of Manasota Sarasota Office</b> 1900 Main Street, Suite 302 Sarasota, Florida 34236 (941) 366-0038 <b>Venice Office</b> 7810 South Tamiami Trail Suite A6 Venice, Florida 34293 (941) 492-4631	<b>Legal Aid of Minnasota</b> 1101 6 <sup>th</sup> Avenue West Bradenton, Florida 34205 (941) 747-1628 www.gulfcoastlegal.org <b>Gulfcoast Legal Services</b> 430 12 <sup>th</sup> Street West Bradenton, Florida 34205 (941) 746-6151 www.gulfcoastlegal.org	<b>Fla. Rural Legal Services</b> 3210 Cleveland Avenue, Suite A Ft. Myers, Florida 33901 (800) 476-8937 www.flrs.org
<b>Gulfcoast Legal Services</b> 1750 17 <sup>th</sup> Street, Bldg. 1 Sarasota, Florida 34236 (941) 366-1746 www.gulfcoastlegal.org		

August **DONE AND ORDERED** in Chambers in SARASOTA County, Florida, this 12 day of

, 20 11

  
JUDGE CHARLES WILLIAMS

Circuit Judge, Twelfth Judicial Circuit

*Copies furnished to all parties on attached Service List*

**SERVICE LIST**

Clerk Case Number: 2008 CA 791 SC

**Deborah E. Focht**  
530 E. Laurel Road  
Nokomis, Florida 34275

**Ronnie J. Bitman, Esquire**  
Powell & Pearson LLP  
399 Carolina Avenue, Suite 100  
Winter Park, Florida 32789

**EXHIBIT C**  
**(Foreclosure Action Docket)**



**Karen E. Rushing**  
SarasotaClerk.com

## *Civil Inquiry Detail*

Case Number 2008 CA 000791 SC  
Uniform Case Number 582008CA0007910000SC  
Filing Type Mortgage Foreclosure - Circuit (South County)  
Filing Date 1/16/2008  
Judge DIVISION A CIRCUIT

### Plaintiff Information

Plaintiff Name	Attorney Name
WELLS FARGO BANK NA SUCCESSOR BY MERGER	

### Defendant Information

Defendant Name	Attorney Name
BALKE, DARLENE	
UNKNOWN SPOUSE OF DARLENE BALKE	
UNKNOWN SPOUSE OF DEBORAH E FOCHT	
UNKNOWN SPOUSE OF SHARON MARCOLINA	
FOCHT, DEBORAH E	
MARCOLINA, SHARON	
TENANT #1,	
SCHLATER, SUSAN	
TENANT #3,	
UNKNOWN SPOUSE OF SUSAN SCHLATER	
TENANT #4,	
ANY AND ALL UNKNOWN PARTIES CLAIMING BY THROUGH	
TENANT #2,	

### Docket Information

Date	Description	Pages	Image
10/18/2012	ORDER FROM DISTRICT COURT OF APPEALS	1	<a href="#">View</a>
10/5/2012	APPELLANT'S APPENDIX TO MOTION FOR SANCTIONS	51	<a href="#">View</a>



9/26/2012	MOTION - APPEAL/APPELLANT'S MOTION FOR SANCTIONS	35	<a href="#">View</a>
9/21/2012	ORDER EXTENSION OF TIME - APPEAL - DENIED /2D11-4511	1	<a href="#">View</a>
9/21/2012	ORDER EXTENSION OF TIME - APPEAL / DENIED 2D11-4511	1	<a href="#">View</a>
9/4/2012	DIRECTIONS TO CLERK - APPEAL - SUPPLEMENTAL	2	<a href="#">View</a>
9/4/2012	MOTION - APPEAL/APPELLANT'S 5TH AMD MOT FOR EXT OF TIME TO SPLMT & CORRECT THE RECORD	4	<a href="#">View</a>
9/4/2012	NOTICE OF FILING FOR APPEAL/EXHIBIT #1	4	<a href="#">View</a>
9/4/2012	NOTICE - APPELLANT'S NOTICE OF SERVING MOTION UPON APPELLEE	2	<a href="#">View</a>
9/4/2012	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
8/8/2012	ORDER FROM DISTRICT COURT OF APPEALS / MOT SANCTIONS -DENIED / MOT TO SPLMT RCD & CORRECT RCD - DENIED/ MOT FOR EXT OF TIME FOR REPLY BRIEF - GRANTED FOR 30 DAYS 2D11-4511 & 2D11-4980	1	<a href="#">View</a>
8/7/2012	NOTICE OF FILING FOR APPEAL (EXHIBITS) (supplemental was denied by appellate court on 8/6/2012)	6	<a href="#">View</a>
8/7/2012	MOTION - APPEAL/aa's REQUEST FOR JUDICIAL NOTICE OF NOTICE OF FILING EVIDENCE (denied by appellate court on 8/6/2012)	3	<a href="#">View</a>
8/7/2012	DIRECTIONS TO CLERK - APPEAL (SUPPLEMENTAL) denied by appellate court on 8/6/2012	2	<a href="#">View</a>
8/7/2012	MOTION - APPEAL/aa'S 4TH AMENDED MOT FOR EXT OF TIME TO SUPPLEMENT AND CORRECT THE RECORD (denied by appellate court on 8/6/2012)	3	<a href="#">View</a>
8/7/2012	MOTION - APPEAL/APPELLANT'S MOT TO STRIKE ANSWER BRIEF OF APPELLEE	6	<a href="#">View</a>
8/7/2012	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
7/25/2012	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
7/25/2012	APPELLANT'S NOTICE OF NON-COMPLIANCE & MOT FOR SANCTIONS ( COPY ) ORIGINAL FORWARDED TO THE 2ND D.C.A. TODAY BY THE CLERK	2	<a href="#">View</a>
7/25/2012	APPELLANT'S 3RD AMENDED MOT FOR EXTENSION OF TIME TO SUPPLEMENT & CORRECT THE RECORD BEFORE FILING APPELLANT'S REPLY BRIEF ( COPY ) ORIGINAL FORWARDED TO THE 2ND D.C.A. TODAY BY THE CLERK	3	<a href="#">View</a>
7/25/2012	SUPPLEMENTAL DIRECTIONS TO CLERK - APPEAL	2	<a href="#">View</a>
7/25/2012	NOTICE OF FILING FOR APPEAL ( WITH ATTACHMENTS )	44	<a href="#">View</a>
7/24/2012	RECEIPT	1	<a href="#">View</a>
7/18/2012	RECORD FORWARDED TO APPELLATE COURT	0	None
6/22/2012	ORDER EXTENSION OF TIME - APPEAL ANSWER BRIEF (JUNE 29, 2012) 2D11-4511 & 2D11-4980	1	<a href="#">View</a>
5/9/2012	ORDER EXTENSION OF TIME - APPEAL FOR ANSWER BRIEF (6/15/12) 2D11-4511 & 2D11-4980	1	<a href="#">View</a>
4/30/2012	BRIEF - APPELLANT'S INITIAL BRIEF (filed for record only)	51	<a href="#">View</a>
4/30/2012	PHONE CONVERSATION RECORD PHONE CONVERSATION RECORD -CIVIL Sent on: 04/30/2012 16:51:27	1	<a href="#">View</a>
4/30/2012	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 741822 Date: 04/30/2012	0	None
4/30/2012	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
4/16/2012	APPEAL COVERSHEET & INDEX PREPARED AND FORWARDED TO APPELLEE PARTIES/ FIRST SUPPLEMENTAL- AMENDED (INDEX DOCUMENT	3	<a href="#">View</a>

TITLES)			
4/16/2012	APPEAL COVERSHEET & INDEX PREPARED AND FORWARDED TO APPELLATE PARTIES - AMENDED (INDEX DOCUMENT TITLES)	15	<a href="#">View</a>
4/11/2012	ORDER FROM DISTRICT COURT OF APPEALS - MOT TO CORRECT RECORD /DENIED 2D11-4511 & 2D11-4980	1	<a href="#">View</a>
4/5/2012	ACTION: CLERK'S RESPONSE TO SECOND AMENDED MOTION FOR EXTENSION OF TIME TO SUPPLEMENT AND CORRECT THE RECORD Attorney: PLANK, IRENE GLORIA (0814921) FORWARDED TO 2DCA /RE: MR. BIRKHOLO	0	None
4/5/2012	COURT APPEARANCE FORM - CIVIL / AMENDED NUN PRO TUNC/ COURT HEARING 8/11/11 COURT APPEARANCE FORM - CIVIL Sent on: 04/05/2012 15:57:29	1	<a href="#">View</a>
4/5/2012	RESPONSE - CLERK'S RESPONSE TO SECOND AMENDED MOTION FOR EXTENSION OF TIME TO SUPPLEMENT AND CORRECT THE RECORD Attorney: PLANK, IRENE GLORIA (0814921)	2	<a href="#">View</a>
4/2/2012	WELLS FARGO BANK'S (Pltf) OBJECTION TO DEBORAH FOCHTS 2nd AMENDED MOTION FOR EXTENSION OF TIME TO SUPPLEMENT & CORRECT RECORD	4	<a href="#">View</a>
3/29/2012	ORDER FROM DISTRICT COURT OF APPEALS -(12 DAYS TO RESPOND) 2D11-4511 AND 2D11-4980	1	<a href="#">View</a>
3/23/2012	MOTION - APPEAL/ aa's 2ND AMENDED MOTION FOR EXTENSION OF TIME TO SPLMT & CORRECT RECORD	4	<a href="#">View</a>
3/23/2012	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
3/7/2012	APPEAL RECORD PREPARED & STORED	0	None
3/5/2012	APPEAL COVERSHEET & INDEX PREPARED AND FORWARDED TO APPELLATE PARTIES /FIRST SUPPLEMENTAL 2D11-4511	3	<a href="#">View</a>
2/9/2012	ORDER SUPPLEMENTING APPEAL RECORD 2D11-4511 & 2D11-4980	1	<a href="#">View</a>
2/2/2012	MOTION SUPPLEMENTAL RECORD ON APPEAL (COURTESY COPY)	4	<a href="#">View</a>
2/2/2012	DIRECTIONS TO CLERK - APPEAL (SUPPLEMENTAL aa)	2	<a href="#">View</a>
2/2/2012	NOTICE OF FILING FOR APPEAL - MISC FILINGS	12	<a href="#">View</a>
2/2/2012	NOTICE OF FILING - CHANGE OF ADDRESS - DEBORAH E FOCHT	3	<a href="#">View</a>
1/19/2012	WRIT RETURNED-ALL PERSONS-POSTED	4	<a href="#">View</a>
1/13/2012	TRANSCRIPT - APPEAL/CD OF MOT HRG 8/11/11	1	<a href="#">View</a>
1/13/2012	TRANSCRIPT - APPEAL/mot hrg 8/11/11	91	<a href="#">View</a>
1/13/2012	TRANSCRIPT - APPEAL/condensed copy of transcript	21	<a href="#">View</a>
1/13/2012	NOTICE OF FILING FOR APPEAL-TRANSCRIPTS	2	<a href="#">View</a>
1/13/2012	NOTICE OF FILING - COPIES OF APPEAL TRANSCRIPTS	94	<a href="#">View</a>
1/5/2012	ORDER SUPPLEMENTING APPEAL RECORD /2D11-4511 AND 2D11-4980 AND ORDER CONSOLIDATING APPEAL CASES	1	<a href="#">View</a>
12/16/2011	ORDER FROM DISTRICT COURT OF APPEALS	1	<a href="#">View</a>
12/15/2011	DESIGNATIONS TO COURT REPORTER - APPEAL	4	<a href="#">View</a>
12/15/2011	CORRESPONDENCE - JUDGE - PUBLIC - COPY OF EMERGENCY MOTION TO STAY EVICTION (RECEIVED FROM JUDGE'S OFFICE)	8	<a href="#">View</a>
12/14/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 713999 Date: 12/14/2011	0	None
12/14/2011	MOTION -EMERGENCY MOTION TO STAY EVICTION	8	<a href="#">View</a>
12/12/2011	WRIT ISSUED-AMENDED-SENT WRIT WITH CHECK TO SHERIFF	0	None

12/12/2011	WRIT RETURNED-POSSESSION-SERVICE AFFIDAVIT NOT ATTACHED	4	<a href="#">View</a>
12/6/2011	MOTION - APPEAL - APPELLANT'S EXPEDITED MOTION TO CONSOLIDATE APPEAL CASES FOR BRIEF ARGUMENT AND TO ENLARGE BRIEF SCHEDULE AND PAGE LIMIT	3	<a href="#">View</a>
12/6/2011	MOTION - APPEAL - APPELLANT'S MOTION FOR EXTENSION OF TIME TO SUPPLEMENT RECORD	3	<a href="#">View</a>
12/6/2011	DIRECTIONS TO CLERK - APPEAL	2	<a href="#">View</a>
12/5/2011	RECEIPT - RONNIE J BITMAN, ESQ - OF APPELLATE RECORD INDEX ARTICLE # 7003 1680 0001 2699 9571	1	<a href="#">View</a>
12/5/2011	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
12/5/2011	DESIGNATIONS TO COURT REPORTER - APPEAL - INCOMPLETE	4	<a href="#">View</a>
12/1/2011	PROOF OF SERVICE - DEBORAH E FOCHT	1	<a href="#">View</a>
12/1/2011	PROOF OF SERVICE - RONNIE J. BITMAN, ESQ	1	<a href="#">View</a>
12/1/2011	PROOF OF SERVICE - DEBORAH E FOCHT	1	<a href="#">View</a>
11/28/2011	APPEAL COVERSHEET & INDEX PREPARED AND FORWARDED TO APPELLATE PARTIES /11-4511 & 1-4980	15	<a href="#">View</a>
11/15/2011	WRIT ISSUED-SENT WRIT WITH CHECK TO SHERIFF	0	None
11/14/2011	MOTION - DEFENDANTS EMERGENCY MOTION TO CANCEL/AVOID CERTIFICATE OF TITLE	8	<a href="#">View</a>
11/14/2011	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
11/14/2011	MOTION - DEFENDANTS EMERGENCY MOTION FOR COURTS BASIS FOR RULING ORDERS OF FINAL JUDGMENT DENYING STAY PROCEEDINGS CROSS SUMMARY JUDGMENT AND FOR RECONSIDERATION/REHEARING	12	<a href="#">View</a>
11/3/2011	ORDER EXTENSION OF TIME - APPEAL INITIAL BRIEF - GRANTED/ & MOTION TO SUPPLEMENT RECORD [with Statement of Evidence] - DENIED /2D11-4511	1	<a href="#">View</a>
11/3/2011	FORECLOSURE DOCUMENTARY STAMP TRANSFER TO RECORDING	0	None
11/3/2011	CERTIFICATE OF TITLE FILED AND RECORDED	2	<a href="#">View</a>
10/21/2011	APPELLANT'S MOT FOR LEAVE OF CRT TO L.T. TO HEAR MOTS FOR STAY, HRG TIME, & OBJECT TO CERT OF SALE & TITLE PENDING APPL & TO SPLMT REC TO INCL STATEMENT OF PROCEEDING & EVIDENCE	9	<a href="#">View</a>
10/18/2011	OBJECTION TO APPELLANT'S STATEMENT OF EVIDENCE ae	3	<a href="#">View</a>
10/18/2011	ORDER DENYING DEFENDANT'S EMERGENCY MOTION FOR STAY HEARING TIME AND OBJECTION TO CERTIFICATE OF SALE AND TITLE PENDING APPEAL	1	<a href="#">View</a>
10/14/2011	MOTION - APPEAL/FOR LEAVE OF CT TO INCLUDE DEF/aa'S NOT OF FILING STATEMENT OF PROCEEDINGS & EVIDENCE w/attached exhibits (In lieu of appellate t-scpt, if approved)	340	<a href="#">View</a>
10/14/2011	MOTION - APPEAL/APPELLANT'S MOTION FOR ENLARGEMENT OF TIME TO FILE BRIEF AND SUPPLEMENT RECORD TO INCLUDE DEFENDANT/APPELLANT'S NOTICE OF FILING STATEMENT OF PROCEEDING AND EVIDENCE	2	<a href="#">View</a>
10/14/2011	NOTICE OF FILING FOR APPEAL /DEFENDANT'S STATEMENT OF EVIDENCE	4	<a href="#">View</a>
10/13/2011	ORDER APPEAL FILED AND RECORDED 2D11-4511 & 2D11-4980 APPELLATE RECORDS SHALL TRAVEL TOGETHER	1	<a href="#">View</a>
10/13/2011	ACKNOWLEDGEMENT BY APPELLATE COURT OF NEW APPEAL CASE/2D11-4980	1	<a href="#">View</a>
10/13/2011	ACTION: FORWARDED MOTION TO JUDGE	0	None

10/6/2011	DIRECTIONS TO CLERK - APPEAL	7	<a href="#">View</a>
10/5/2011	ORDER FROM DISTRICT COURT OF APPEALS - 2D11-4511 (Motion to Stay - Dismissed)	1	<a href="#">View</a>
10/4/2011	ORDER GRANTING MOTION TO DISQUALIFY CHARLES E WILLIAMS AS JUDGE	1	<a href="#">View</a>
9/30/2011	MOTION - APPEAL/EMERGENCY MOTION FOR WRIT OF MANDAMUS TO STAY CERTIFICATE OF SALE, CERTIFICATE OF TITLE, OR IN THE ALTERNATIVE STAY WRIT OF POSSESSION PENDING APPEAL (COURESY COPY - ORIGINAL TO 2DCA)	29	<a href="#">View</a>
9/30/2011	MOTION AND DEMAND FOR JURY TRIAL - EMERGENCY - FOR STAY, HEARING TIME, AND OBJECTIONS TO CERT OF SALE AND TITLE PENDING APPEAL - DEBORAH FOCHT	17	<a href="#">View</a>
9/30/2011	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
9/28/2011	ORDER STRIKING NOTICE OF LIS PENDENS - FILED AND RECORDED	2	<a href="#">View</a>
9/27/2011	APPEAL CORRESPONDENCE/ACKNOWLEDGMENT RECEIPT OF NOTICE OF APPEAL (#2)	1	<a href="#">View</a>
9/27/2011	APPEAL CORRESPONDENCE/ACKNOWLEDGMENT RECEIPT OF NOTICE OF APPEAL (#1) WITH PRO SE COURTESY PACKET - RULES	1	<a href="#">View</a>
9/27/2011	FORWARD (second) NOTICE OF APPEAL TO APPELLATE COURT W/ COPIES OF INSOLVENCY PAPERWORK	0	None
9/26/2011	MOTION TO DISQUALIFY CHARLES E WILLIAMS AS JUDGE AND MOTION FOR ENLARGEMENT OF TIME TO AMEND - DEBORAH E FOCHT	8	<a href="#">View</a>
9/26/2011	NOTICE OF APPEAL - FILED AND RECORDED (aa DECLARED INSOLVENT FOR APPEAL ON 9/12/2011)	6	<a href="#">View</a>
9/22/2011	MOTION - STRIKE LIS PENDENS (DOWN FROM JUDGE)	4	<a href="#">View</a>
9/21/2011	WELLS FARGOâ€™S EXPEDITED MOTION TO STRIKE DEFENDANT, DEBORAH FOCHTâ€™S NOTICE OF LIS PENDENS	3	<a href="#">View</a>
9/19/2011	FORECLOSURE SALE DOC STAMPS Receipt: 696937 Date: 09/20/2011	0	None
9/19/2011	JUDICIAL SALES - WINNING BIDDER SERVICE FEE Receipt: 696937 Date: 09/20/2011	0	None
9/19/2011	BID SHEET	1	<a href="#">View</a>
9/19/2011	CERTIFICATE OF SALE CERTIFICATE OF SALE Sent on: 09/19/2011 12:01:58	3	<a href="#">View</a>
9/15/2011	ACTION:- NOTICE OF SALE INCLUDED ON THE PROOF OF PUBLICATION SUBMITTED	0	None
9/15/2011	ACTION: FAXED NOTICE TO COURT TO JUDGE	0	None
9/15/2011	NOTICE TO THE COURT AND TO THE CLERK OF COURT FOR DISPOSITION OF FINAL JUDGMENT FROM OFFICIAL RECORDS AND/OR CANCEL PENDING SALE PENDING APPELLATE REVIEW	7	<a href="#">View</a>
9/15/2011	LIS PENDENS FILED AND RECORDED	3	<a href="#">View</a>
9/15/2011	ORDER ON DEFENDANT'S EMERGENCY MOTION FOR HEARING AND STAY/CANCEL FORECLOSURE SALE DATE PENDING APPEAL	1	<a href="#">View</a>
9/15/2011	ORDER FROM DISTRICT COURT OF APPEALS ( RE: FEES NEEDED FOR APPEAL )	1	<a href="#">View</a>
9/15/2011	ACKNOWLEDGEMENT BY APPELLATE COURT OF NEW APPEAL CASE / 2D11-4511 / CIVIL - OTHER	1	<a href="#">View</a>
9/14/2011	CERTIFICATE OF DISBURSEMENT - PROPOSED	2	<a href="#">View</a>
9/14/2011	FORECLOSURE - CERTIFICATE TITLE PROPOSED	3	<a href="#">View</a>
9/14/2011	FORECLOSURE - CERTIFICATE SALE PROPOSED	2	<a href="#">View</a>

9/14/2011	JUDICIAL SALE FEE Receipt: 695715 Date: 14-sep-2011	0	None
9/13/2011	NOTICE OF APPEARANCE - WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPORATION&c"AMORTIZING RESIDENTIAL COLLATERAL TRUST MORTGAGE PAS0001	3	<a href="#">View</a>
9/13/2011	FORWARD NOTICE OF APPEAL TO APPELLATE COURT W/AFF INSOLVENCY FOR APPEAL	0	None
9/12/2011	PROOF OF PUBLICATION OF SALE	2	<a href="#">View</a>
9/12/2011	CERTIFICATE - INDIGENCY CIVIL - DEBORAH FOCHT CLERK'S CERTIFICATE (F.S. 57.081) Sent on: 09/12/2011 16:23:22	1	<a href="#">View</a>
9/12/2011	COPIES - CIRCUIT (SOUTH COUNTY)	0	None
9/12/2011	COST FOR PREPARATION OF APPEAL - CIRCUIT	0	None
9/12/2011	NOTICE OF APPEAL - FILED AND RECORDED	12	<a href="#">View</a>
9/12/2011	AFFIDAVIT FOR INDIGENCY APPROVED - DEBORAH FOCHT	2	<a href="#">View</a>
9/12/2011	ACTION: FAXED EMERGENCY MOTION FOR HEARING AND STAY TO JUDGE	0	None
9/12/2011	MOTION - DEFENDANTS EMERGENCY MOTION FOR HEARING AND STAY/CANCEL FORECLOSURE SALE DATE PENDING APPEAL - DEBORAH E FOCHT	6	<a href="#">View</a>
8/24/2011	ORDER ON DEFENDANT'S EMERGENCY MOTION FOR RECONSIDERATION/REHEARING FOR AMENDMENT OF FINAL JUDGMENT ORDER VACATE PLAINTIFF'S UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE CANCEL SALE SET ASIDE DEFAULT AND MOTION FOR ENLARGEMENT OF TIME TO FILE TRANSC0001	1	<a href="#">View</a>
8/22/2011	MOTION - DEFENDANT'S EMERGENCY MOTION FOR RECONSIDERATION/REHEARING FOR AMENDMENT OF FINAL JUDGMENT ORDER; VACATE PLAINTIFF'S UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE; CANCEL SALE; SET ASIDE DEFAULT (FLA.R.C.P. 1.530 - FLA.R.C.P. 1.540) AND MOTI0001	29	<a href="#">View</a>
8/22/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 690978 Date: 08/22/2011	0	None
8/15/2011	Court Event Set Event: Judicial Sales Date: 09/19/2011 Time: 9:00 am Judge: JUDICIAL SALES Location: Result: JUDICIAL SALE CONDUCTED	0	None
8/15/2011	UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE - FILED AND RECORDED	6	<a href="#">View</a>
8/15/2011	DISPOSED BY JUDGE Civil Count No. 2 SCHLATER, SUSAN	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 2 UNKNOWN SPOUSE OF DARLENE BALKE	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 2 UNKNOWN SPOUSE OF SHARON MARCOLINA	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 2 FOCHT, DEBORAH E	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 2 BALKE, DARLENE	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 TENANT #2	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 TENANT #1	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 MARCOLINA, SHARON	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 UNKNOWN SPOUSE OF SHARON MARCOLINA	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 FOCHT, DEBORAH E	0	None

8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 SCHLATER, SUSAN	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 UNKNOWN SPOUSE OF DARLENE BALKE	0	None
8/15/2011	DISPOSED BY JUDGE Civil Count No. 1 BALKE, DARLENE	0	None
8/11/2011	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 08/11/2011 12:53:11	1	<a href="#">View</a>
8/8/2011	NOTICE OF FILING EVIDENCE WITH ATTACHMENTS	191	<a href="#">View</a>
8/8/2011	NOTICE OF HEARING	2	<a href="#">View</a>
8/6/2011	COURT EVENT SET Event: MOTIONS Date: 08/11/2011 Time: 1:00 pm Judge: WILLIAMS, CHARLES E Location: Courtroom 5-B	0	None
8/2/2011	NOTICE OF HEARING	3	<a href="#">View</a>
7/15/2011	PLAINTIFF'S NOTICE OF WAIVING MEDIATION	4	<a href="#">View</a>
6/27/2011	NOTICE - DEFENDANT'S NOTICE REQUESTING TIME FOR HEARING	2	<a href="#">View</a>
6/16/2011	ORDER SETTING CASE FOR NON-JURY TRIAL & REFERRAL TO MEDIATION	3	<a href="#">View</a>
5/17/2011	OBJECTION - to Focht's Request for Admissions to MERS	3	<a href="#">View</a>
5/2/2011	MOTION - DEFENDANT'S LEGAL OPPOSITION TO WELLS FARGO'S EXPEDITED MOTION TO COLLECTION RENTS; AND NOTICE OF RECEIVING LATE NOTICE OF HEARING	5	<a href="#">View</a>
5/2/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 668110 Date: 05/02/2011	0	None
5/2/2011	ORDER CONTINUING TRIAL/HEARING	1	<a href="#">View</a>
5/2/2011	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 05/02/2011 09:45:30	1	<a href="#">View</a>
4/28/2011	NOTICE OF HEARING	3	<a href="#">View</a>
4/21/2011	MOTION -COLLECT RENTS	29	<a href="#">View</a>
4/18/2011	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 04/18/2011 18:20:04	1	<a href="#">View</a>
4/18/2011	PLAINTIFF'S MOTION TO CONTINUE TRIAL	3	<a href="#">View</a>
4/18/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 665478 Date: 04/18/2011	0	None
4/18/2011	REQUEST- DEFENDANTS REQUEST FOR ADMISSIONS BY MORTGAGE ELECTRONICS REGISTRATION SYSTEMS INC AND MOTION TO EXTEND ADMISSIONS REQUESTED AND ANSWERED BY MORTGAGE ELCECTONICS REGISTRATION SYSTEMS INC WITHIN 15 DAYS AND OR FOR TRIAL CONTINUANCE	11	<a href="#">View</a>
4/15/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 665225 Date: 04/15/2011	0	None
4/15/2011	MOTION - DEFENDANT'S MOTION TO AMEND ORDERS DATED MARCH 31,2011 AND APRIL 7, 2011 AND MOTION TO LIMIT TIME - DEBORAH E FOCHT	31	<a href="#">View</a>
4/11/2011	AMENDED ORDER SETTING FORECLOSURE CASE FOR TRIAL	6	<a href="#">View</a>
4/11/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 664146 Date: 04/11/2011	0	None
4/11/2011	LIST - TRIAL EXHIBIT LIST	5	<a href="#">View</a>
4/11/2011	LIST - Amended Witness List	4	<a href="#">View</a>
4/8/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 663681 Date: 04/08/2011	0	None
4/8/2011	STATEMENT- DEFENDANTS STAEMENT AND MOTION FOR ENLARGEMENT OF TIME	3	<a href="#">View</a>
4/8/2011	DISCLOSURE0 OF LAY AND EXPERT WITNESS LISET- DEBORAH E FOCHT	2	<a href="#">View</a>

4/8/2011	NOTICE OF FILING- EXIBITTS A B C D E DEBORAH E FOCHT	204	<a href="#">View</a>
4/7/2011	ORDER ON PLAINTIFF'S MOTION TO COMPEL DEPOSITION OF DEBORAH E FOCHT	2	<a href="#">View</a>
4/7/2011	PLAINTIFF'S MOTION FOR TIME CERTAIN TRIAL	3	<a href="#">View</a>
4/5/2011	NOTICE OF TAKING DEPOSITION -AMENDED	2	<a href="#">View</a>
4/4/2011	LIST - SUPPLEMENTAL TRIAL EXHIBITS	4	<a href="#">View</a>
4/4/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 662717 Date: 04/04/2011	0	None
4/4/2011	MOTION - DEFENDANTS OPPOSITION TO PLAINTIFFS MOTION TO COMPEL DEPOSITION AND FEES - MOTION TO PRODUCE PLAINTIFF OR SANCTIONS - EMERGENCY MOTION FOR PROTECTIVE ORDER ORDER CASE COMPLEX PRETRIAL CONFERENCE TRIAL CONTINUANCE AND MOTION FOR LEAVE TO AMEND0001	19	<a href="#">View</a>
4/4/2011	DEFENDANTS OPPOSITION TO PLAINTIFFS MOTION TO COMPEL DEPOSITION AND FEE/ MOTION TO PRODUCE PLAINTIFF OR SANCTIONS/ EMERGENCY MOTION FOR PROTECTIVE ORDER; ORDER CASE COMPLEX; PRETRIAL CONFERENCE; TRIAL CONTINUANCE/ AND MOTION FOR LEAVE TO AMEND AND SU0001	13	<a href="#">View</a>
4/4/2011	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 04/04/2011 15:09:31	1	<a href="#">View</a>
4/1/2011	MOTION - Plaintiff's Motion to Compel Deposition of Deborah Focht	11	<a href="#">View</a>
4/1/2011	NOTICE OF HEARING	3	<a href="#">View</a>
3/31/2011	COURT EVENT SET Event: MOTIONS Date: 04/04/2011 Time: 3:00 pm Judge: DAKAN, STEPHEN L Location: Courtroom 8-B	0	None
3/31/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 661951 Date: 03/31/2011	0	None
3/31/2011	MEMORANDUM - DEFENDANTS RENEWED CROSS SUMMARY JUDGMENT AND LEGAL MEMORANDUM IN OPPOSITION TO PLAINTIFFS RENEWED MOTION FOR SUMMARY FINAL JUDGMENT OF FORECLOSURE AND FOR ATTORNEYS FEES AND COSTS AND SANCTIONS	88	<a href="#">View</a>
3/31/2011	ORDER DENYING PLAINTIFFS MOTION FOR SUMMARY JUDGMENT	1	<a href="#">View</a>
3/31/2011	Court Event Set Event: Trial Date: 04/19/2011 Time: 9:00 am Judge: DAKAN, STEPHEN L Location: Courtroom 8-B	0	None
3/31/2011	Court Event Set Event: Trial Date: 04/18/2011 Time: 9:00 am Judge: DAKAN, STEPHEN L Location: Courtroom 8-B	0	None
3/31/2011	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 03/31/2011 14:11:16	1	<a href="#">View</a>
3/21/2011	DISCLOSURE OF LAY AND EXPERT WITNESS LISTS	4	<a href="#">View</a>
3/21/2011	LIST - Trial Exhibit Lists	4	<a href="#">View</a>
3/4/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 656035 Date: 03/04/2011	0	None
3/4/2011	NOTICE THAT DEFT HAS SERVED ON PLTF SIXTH FORMAL LETTER REMINDING PLTF TO PRODUCE DISCOVERY AND NOTICE OF FILING FRIVOLOUS PLEADINGS LETTER	4	<a href="#">View</a>
3/4/2011	NOTICE OF CANCELLATION OF DEPOSITION	1	<a href="#">View</a>
3/2/2011	NOTICE OF TAKING DEPOSITION OF DEBORAH E FOCHT	3	<a href="#">View</a>
2/15/2011	NOTICE OF HEARING - AMENDED	3	<a href="#">View</a>
1/31/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 649131 Date: 01/31/2011	0	None
1/31/2011	NOTICE - DEFENDANTS AMENDED NOTICE OF DEPOSITION OF MINDY LEETHAM REPRESENTATIVE FOR PLAINTIFF WELLS FARGO N A	3	<a href="#">View</a>

	SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA NATIONAL ASSOCIATION AS TRUSTEE IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CO0001		
1/27/2011	NOTICE OF HEARING	3	<a href="#">View</a>
1/18/2011	NOTICE OF FILING- AMENDED AFFIDAVIT OF INDEBTEDNESS	14	<a href="#">View</a>
1/18/2011	MOTION -SUMMARY JUDGMENT	41	<a href="#">View</a>
1/3/2011	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 643828 Date: 01/03/2011	0	None
1/3/2011	NOTICE - DEFENDANTS NOTICE OF DEPOSITION OF MINDY LEETHAM REPRESENTATIVE FOR PLAINTIFF WELLS FARGO BANK N A SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA NATIONAL ASSOCIATION AS TRUSTEE IN TRUST FOR THE HOLDERS OF STRUCTURED ASSET SECURITIES CORPO0001	3	<a href="#">View</a>
12/13/2010	MAIL RETURNED - BNC MORTGAGE, INC	7	<a href="#">View</a>
11/30/2010	ORDER SETTING TRIAL	6	<a href="#">View</a>
11/22/2010	ORDER SETTING TRIAL	7	<a href="#">View</a>
11/19/2010	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 11/19/2010 14:16:24	1	<a href="#">View</a>
11/19/2010	ORDER ADOPTING RECOMMENDED ORDER ON MOTION TO COMPEL	5	<a href="#">View</a>
11/3/2010	ORDER - RECOMMENDATION OF MAGISTRATE	3	<a href="#">View</a>
10/28/2010	ORDER OF REFERRAL TO MAGISTRATE	3	<a href="#">View</a>
10/20/2010	NOTICE OF CANCELLATION OF DEPOSITION	3	<a href="#">View</a>
10/4/2010	MAIL RETURNED - BNC MORTGAGE INC	5	<a href="#">View</a>
9/29/2010	MAIL RETURNED - TENANT #1 NKA PAUL GIANNI	5	<a href="#">View</a>
9/24/2010	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 625419 Date: 09/24/2010	0	None
9/24/2010	NOTICE OF HEARING	2	<a href="#">View</a>
9/24/2010	NOTICE OF CANCELLATION OF DEPOSITION	1	<a href="#">View</a>
9/23/2010	ORDER FOR CASE MANAGEMENT	4	<a href="#">View</a>
9/16/2010	ORDER-ON MOTION FOR SUMMARY JUDGMENT	1	<a href="#">View</a>
9/16/2010	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 09/16/2010 14:05:53	1	<a href="#">View</a>
9/16/2010	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 623304 Date: 09/16/2010	0	None
9/16/2010	NOTARY FEE Receipt: 623304 Date: 09/16/2010	0	None
9/16/2010	MOTION- DEFENDANTS MOTION TO CANCEL PLAINTIFFS SUMMARY FINAL JUDGEMENT HEARING AND OR IN THE ALTERNATE STRIKE PLAINTIFFS MOTION FOR SUMMARY FINAL JUDGEMENT OF FORECLOSURE AFFIDAVIT FOR ATTORNEYS FEES AND COSTS AND AFFIDAVIT IF INBETTEDNESS	4	<a href="#">View</a>
9/15/2010	FORECLOSURE - CERTIFICATE SALE PROPOSED	2	<a href="#">View</a>
9/15/2010	FORECLOSURE - CERTIFICATE TITLE PROPOSED	3	<a href="#">View</a>
9/15/2010	CERTIFICATE OF DISBURSEMENT - PROPOSED	2	<a href="#">View</a>
9/15/2010	FORECLOSURE - FINAL JUDGMENT PROPOSED	6	<a href="#">View</a>
9/15/2010	CERTIFICATE - COMPLIANCE WITH AO 2010-11.1	2	<a href="#">View</a>
9/15/2010	FORECLOSURE - CHECKLIST (JUDGMENT)	1	<a href="#">View</a>
8/24/2010	PLTF MOTION TO COMPEL RESPONSES TO DISCOVERY	24	<a href="#">View</a>



8/18/2010	NOTICE OF TAKING DEPOSITION OF DEBORAH E FOCHT	3	<a href="#">View</a>
8/3/2010	REQUEST - TIME FOR HEARING	2	<a href="#">View</a>
8/3/2010	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 613586 Date: 08/03/2010	0	None
7/22/2010	NOTICE OF HEARING	3	<a href="#">View</a>
7/2/2010	MOTION - DEFENDANT'S MOTION TO COMPEL PRODUCTION OF RECORDS, INTERROGATORY ANSWERS AND DEPOSITION OF PLAINTIFF WELL FARGO BANK, NA, SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF STRUCT0001	34	<a href="#">View</a>
7/2/2010	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 606926 Date: 07/02/2010	0	None
3/15/2010	MOTION -JUDGMENT	40	<a href="#">View</a>
3/15/2010	MOTION - SUMMARY JUDGMENT OF FORECLOSURE AND ATTY FEES AND COSTS	4	<a href="#">View</a>
2/17/2010	NOTICE - INTERROGATORIES	3	<a href="#">View</a>
2/17/2010	RESPONSE TO REQUEST	5	<a href="#">View</a>
2/11/2010	NOTICE-LOG	4	<a href="#">View</a>
1/29/2010	CORRESPONDENCE - RETURN DOCUMENT(S)	1	<a href="#">View</a>
1/14/2010	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 566844 Date: 01/14/2010	0	None
1/14/2010	DEFENDANT'S NOTICE REQUESTING TIME FOR DEPOSITION OF PLAINTIFF WELLS FARGO BANK, N.A., AS SUCCESSOR BY MERGER TO WELLS FARGO BANK	3	<a href="#">View</a>
12/31/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 563790 Date: 12/31/2009	0	None
12/31/2009	OBJECTIONS TO PLTFS DISCOVERY REQUESTS	3	<a href="#">View</a>
12/31/2009	MOTION FOR STAY OF PROCEEDINGS: DEFTS	5	<a href="#">View</a>
12/4/2009	ORDER ADOPTING RECOMMENDED ORDER ON COUNTER-DEFENDANTS MOTION TO STRIKE NOTICE OF SUIT AND AMENDED COMPLAINT AND/OR FOR MORE DEFINITE STATEMENT	15	<a href="#">View</a>
10/23/2009	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 10/23/2009 09:33:18	1	<a href="#">View</a>
10/12/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 545198 Date: 10/12/2009	0	None
10/12/2009	TRANSCRIPT - DEBORAH E FOCHT	15	<a href="#">View</a>
10/2/2009	REQUEST - PRODUCTION	4	<a href="#">View</a>
10/2/2009	REQUEST - PRODUCTION	4	<a href="#">View</a>
9/29/2009	NOTICE OF HEARING	3	<a href="#">View</a>
8/7/2009	ACCEPTANCE OF SERVICE	3	<a href="#">View</a>
8/4/2009	ORDER FOR TRANSCRIPT	3	<a href="#">View</a>
8/3/2009	CORRESPONDENCE	1	<a href="#">View</a>
7/31/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 528911 Date: 07/31/2009	0	None
7/31/2009	RESPONSE - COUNTER PLAINTIFFS EXCEPTIONS TO RECOMMENDED ORDER - DEBORAH FOCHT	5	<a href="#">View</a>
7/22/2009	RECOMMENDED ORDER OF MAGISTRATE ON COUNTER-DEFENDANTS MOTION TO STRIKE NOTICE OF SUIT AND AMENDED COMPLAINT AND/OR FOR MORE DEFINITE STATEMENT	13	<a href="#">View</a>
6/30/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 521529 Date: 06/30/2009	0	None

6/30/2009	NOTICE	19	<a href="#">View</a>
6/30/2009	REQUEST - WAIVER OF SERVICE OF PROCESS	4	<a href="#">View</a>
6/24/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 520214 Date: 06/24/2009	0	None
6/24/2009	MEMORANDUM IN OPPOSITION AND MOTION FOR PLAINTIFF TO ANSWER	5	<a href="#">View</a>
6/18/2009	NOTICE OF HEARING	2	<a href="#">View</a>
6/16/2009	MOTION - TO STRIKE	10	<a href="#">View</a>
6/12/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 517746 Date: 06/12/2009	0	None
6/12/2009	NOTARY FEE Receipt: 517746 Date: 06/12/2009	0	None
6/12/2009	COMPLAINT - AMENDED	181	<a href="#">View</a>
6/12/2009	NOTICE OF SUIT	9	<a href="#">View</a>
6/5/2009	ORDER ADOPTING RECOMMENDED ORDER	5	<a href="#">View</a>
5/18/2009	ORDER - RECOMMENDATION OF MAGISTRATE	3	<a href="#">View</a>
5/16/2009	COURT EVENT SET Event: MOTIONS Date: 05/15/2009 Time: 10:00 am Judge: BAILEY, DEBORAH Location: Historic Courtroom, Historic Courthouse	0	None
4/22/2009	SUGGESTION OF BANKRUPTCY	14	<a href="#">View</a>
3/25/2009	NOTICE OF HEARING	3	<a href="#">View</a>
3/16/2009	ALIAS SUMMONS ISSUED - CIRCUIT: BNC MORTGAGE INC -HANDED TO DEBORAH E FOCHT Receipt: 497718 Date: 03/16/2009	0	None
3/16/2009	SUMMONS RETURNED: BNC MORTGAGE INC -NOT FOUND	4	<a href="#">View</a>
3/13/2009	MOTION TO STRIKE AND OBJECTIONS TO THIRD PARTY DEFTS	5	<a href="#">View</a>
3/11/2009	MOTION-DEFINITE STATEMENT	4	<a href="#">View</a>
3/11/2009	STIPULATION FOR SUBSTITUTION OF COUNSEL	1	<a href="#">View</a>
3/4/2009	CORRESPONDENCE - CLERK OF COURT	1	<a href="#">View</a>
2/17/2009	PROOF OF SERVICE- MORTGAGE ELECTRONICS REGISTRATION SYSTEMS INC.	4	<a href="#">View</a>
2/13/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 491007 Date: 02/13/2009	0	None
2/13/2009	NOTARY FEE Receipt: 491007 Date: 02/13/2009	0	None
2/13/2009	MOTION FOR CROSS SUMMARY JUDGMENT AND MEMORANDUM OF LAW	21	<a href="#">View</a>
2/10/2009	MOTION FOR ENLARGEMENT OF TIME TO RESPOND	2	<a href="#">View</a>
2/2/2009	DEFAULT - DARLENE BALKE - SHARON MARCOLINA - SUSAN SCHLATER - TENANT #1 - #2 - UNKN SPOUSE OF SHARON MARCOLINA - UNK SPOUSE OF DARLENE BALKE Default Sent on: 02/02/2009 13:17:10	1	<a href="#">View</a>
1/30/2009	AFFIDAVIT - NON-MILITARY SERVICE	10	<a href="#">View</a>
1/30/2009	MOTION FOR DEFAULT - DARLENE BALKE - SHARON MARCOLINA - SUSAN SCHLATER - TENANT #1 - #2 - UNKN SPOUSE OF SHARON MARCOLINA - UNK SPOUSE OF DARLENE BALKE	1	<a href="#">View</a>
1/30/2009	MOTION - SUMMARY JUDGMENT - WITH AFFIDAVITS	12	<a href="#">View</a>
1/30/2009	DISMISSAL - FORECLOSURE FILED & RECORDED	2	<a href="#">View</a>
1/21/2009	NOTICE OF FILING: DOCUMENTS & EXHIBITS-ATTACHED - DEBORAH E FOCHT	68	<a href="#">View</a>
1/21/2009	MOTION TO RESUME HEARING: DEBORAH E FOCHT	3	<a href="#">View</a>
1/16/2009	SUMMONS ISSUED - CIRCUIT COURT-SELECT PORTFOLIO SERVICING INC	0	None

	HANDED TO PLAINTIFF Receipt: 484847 Date: 01/16/2009		
1/16/2009	SUMMONS ISSUED - CIRCUIT COURT- WELLS FARGO BANK NA SUCCESSOR BY MERGER TO WELLS FARGO BANK HANDED TO PLAINTIFF Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	SUMMONS ISSUED - CIRCUIT COURT-MORTGAGE ELECTONRICS REGISTRATIONS SYSTEMS INC HANDED TO PLAINTIFF Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	SUMMONS ISSUED - CIRCUIT COURT-BNC MORTGAGE INC HANDED TO PLAINTIFF Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	NOTARY FEE Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	FIRST AMENDED COUNTER CLAIM- COUNTER - CIRCUIT - THIRD PARTY DEBORAH E FOCHT Receipt: 484847 Date: 01/16/2009	110	<a href="#">View</a>
1/16/2009	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	NOTARY FEE Receipt: 484847 Date: 01/16/2009	0	None
1/16/2009	NOTICE OF THIRD PARTY COMPLAINT AND FIRST AMENDED COUNTERCLAIM - DEBORAH E FOCHT	4	<a href="#">View</a>
1/16/2009	LIS PENDENS FILED & RECORDED	3	<a href="#">View</a>
12/3/2008	NOTICE -TO DEFENDANT	2	<a href="#">View</a>
11/25/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 474500 Date: 11/25/2008	0	None
11/25/2008	DEFENDANTS REQUEST FOR PRODUCTION THIRD REQUEST- DEBORAH E FOCHT	3	<a href="#">View</a>
11/25/2008	DEFENDANTS REQUEST FOR INTERROGATORIES - DEBORAH E FOCHT	3	<a href="#">View</a>
11/25/2008	DEFENDANTS NOTICE OF DISCOVERY REQUESTS	1	<a href="#">View</a>
11/18/2008	Case Reassigned Pursuant to Administrative Order 2008-13.2	0	None
11/10/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 471188 Date: 11/10/2008	0	None
11/10/2008	NOTICE REQUESTING TIME - DEBORAH E FOCHT	33	<a href="#">View</a>
10/7/2008	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 10/07/2008 17:10:46	1	<a href="#">View</a>
9/22/2008	MEMORANDUM - OPPOSITION	8	<a href="#">View</a>
9/8/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 457039 Date: 09/08/2008	0	None
9/8/2008	NOTICE OF HEARING	2	<a href="#">View</a>
9/5/2008	MOTION TO STRIKE - DEFENDANTS DEFENSES	3	<a href="#">View</a>
9/3/2008	NOTICE REQUESTING TIME FOR HEARING	3	<a href="#">View</a>
8/5/2008	MOTION - COMPEL REQUEST	3	<a href="#">View</a>
8/5/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 450288 Date: 08/05/2008	0	None
7/28/2008	MOTION - STRIKE AND DEEM DEFENSES ADMITTED	4	<a href="#">View</a>
7/28/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 448536 Date: 07/28/2008	0	None
7/23/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 484847 Date: 01/16/2009	0	None
7/10/2008	NOTICE OF FILING - ORIGINAL MORTGAGE AND NOTE AND COPY OF DEMAND LETTER	28	<a href="#">View</a>
7/10/2008	RESPONSE - OF PLAINTIFF	3	<a href="#">View</a>
7/3/2008	NOTICE - SERVICE FOR PRODUCTION	3	<a href="#">View</a>
5/16/2008	ORDER - MOTION TO STRIKE MOTION TO DISMISS GRANTED	1	<a href="#">View</a>

5/12/2008	ANSWER - DEBORAH E FOCHT	22	<a href="#">View</a>
5/12/2008	MOTION - EXTENSION OF TIME	2	<a href="#">View</a>
5/12/2008	ACTION: MEMORANDUM AND ORDER FORWARDED TO JUDGE	0	None
5/12/2008	MEMORANDUM IN OPPOSITION TO PLAINTIFFS MOTION TO STRIKE DEFENDANTS MOTION TO DISMISS	3	<a href="#">View</a>
5/12/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 432216 Date: 05/12/2008	0	None
4/30/2008	ORDER OF DISMISSAL FILED & RECORDED AS TO COUNTERCLAIM ONLY	3	<a href="#">View</a>
4/22/2008	COURT APPEARANCE FORM - CIVIL COURT APPEARANCE FORM - CIVIL Sent on: 04/22/2008 11:27:33	1	<a href="#">View</a>
4/15/2008	MEMORANDUM - IN OPPOSITION TO MOTION TO DISMISS COUNTERCLAIM	3	<a href="#">View</a>
4/15/2008	REQUEST - FOR PRODUCTION	5	<a href="#">View</a>
3/21/2008	MOTION TO STRIKE DEFENDANTS MOTION TO DISMISS	2	<a href="#">View</a>
3/21/2008	MOTION TO DISMISS DEFENDANT'S COUNTERCLAIM	2	<a href="#">View</a>
3/20/2008	ORDER SETTING COURT DATE	2	<a href="#">View</a>
2/27/2008	AFFIDAVIT - OF LOST ORIGINAL FOR DARLENE BALKE	2	<a href="#">View</a>
2/27/2008	AFFIDAVIT - OF LOST ORIGINAL FOR UNKNOWN SPOUSE OF DARLENE BALKE	2	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - TENANT #2	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - TENANT #1	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - UNKNOWN SPOUSE OF SUSAN SCHLATER	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - SUSAN SCHLATER	4	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - UNKNOWN SPOUSE OF SHARON MARCOLINA	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - SHARON MARCOLINA	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - UNKNOWN SPOUSE OF DEBORAH E FOCHT	3	<a href="#">View</a>
2/27/2008	SUMMONS RETURNED - DEBORAH E FOCHT	3	<a href="#">View</a>
2/13/2008	COPIES - CIRCUIT (SOUTH COUNTY) Receipt: 413965 Date: 02/13/2008	0	None
2/13/2008	NOTICE - COUNTERCLAIM - DEBORAH E FOCHT	4	<a href="#">View</a>
2/13/2008	NOTICE - REQUESTING TIME FOR HEARING	2	<a href="#">View</a>
2/13/2008	MOTION - DISMISS NOTICE AND RESPONSE - DEBORAH E FOCHT	21	<a href="#">View</a>
1/18/2008	LIS PENDENS FILED & RECORDED	2	<a href="#">View</a>
1/17/2008	SUMMONS ISSUED - UNKNOWN SPOUSE OF DEBORAH E FOCHT HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - DEBORAH E FOCHT HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - UNKNOWN SPOUSE OF SHARON MARCOLINA HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - SHARON MARCOLINA HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - UNKNOWN SPOUSE OF DARLENE BALKE HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - DARLENE BALKE HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - SUSAN SCHLATER HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - UNKNOWN SPOUSE OF SUSAN SCHLATER HANDED TO	0	None

	PROCESS SERVER		
1/17/2008	SUMMONS ISSUED - TENANT #2 HANDED TO PROCESS SERVER	0	None
1/17/2008	SUMMONS ISSUED - TENANT #1 HANDED TO PROCESS SERVER	0	None
1/16/2008	ADDITIONAL DEFENDANTS IN EXCESS OF FIVE @ \$2.00 PER DEFENDANT Receipt: 408336 Date: 01/16/2008	0	None
1/16/2008	COMPLAINT Receipt: 408336 Date: 01/16/2008 Receipt 413961 reversed by 413964 on 02/13/2008. Receipt 432214 reversed by 432215 on 05/12/2008. Receipt: 447694 Date: 07/23/2008 Receipt: 484847 Date: 01/16/2009	30	<a href="#">View</a>
1/16/2008	CIVIL COVER SHEET	1	<a href="#">View</a>

**PROPOSED ORDER**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
**In re** : **Chapter 11 Case No.**  
 :  
**LEHMAN BROTHERS HOLDINGS INC., et al.,** : **08-13555 (JMP)**  
 :  
**Debtors.** : **(Jointly Administered)**  
-----X

**ORDER GRANTING PLAN ADMINISTRATOR'S  
OMNIBUS OBJECTION TO CLAIMS FILED BY DEBORAH E. FOCHT**

Upon the omnibus objection, dated January 28, 2013 (the "Focht Objection"), of Lehman Brothers Holdings Inc. ("LBHI"), as Plan Administrator (the "Plan Administrator") pursuant to the *Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors* for the entities in the above referenced chapter 11 cases, pursuant to section 502(b) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 3007 of the Federal Rules of Bankruptcy Procedure, seeking disallowance and expungement of the Focht Claims,<sup>1</sup> all as described in the Focht Objection; and due and proper notice of the Focht Objection having been provided; and the Court having jurisdiction to consider the Focht Objection and the relief requested therein in accordance with 28 U.S.C. §§157 and 1334 and Amended Standing Order M-431 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated January 31, 2012 (Preska, C.J.); and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Focht Objection is in the best interests of the Chapter 11 Estates, their creditors, and all parties in interest in the above captioned chapter 11 cases, and that the legal and factual bases set forth in the Focht Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

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<sup>1</sup> Terms not defined herein shall have the same meaning ascribed to them in the Focht Objection.

ORDERED that the relief requested in the Focht Objection is granted; and it is further

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, Focht Claims 34380, 34381, 42914, 42915 and 42916 are disallowed and expunged in their entirety with prejudice; and it is further

ORDERED that the Debtors' court appointed claims and noticing agent is authorized and directed to delete the Focht Claims from the official claims registry; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: \_\_\_\_\_, 2013  
New York, New York

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UNITED STATES BANKRUPTCY JUDGE